



RIVERTON CITY REGULAR CITY COUNCIL MEETING AGENDA

January 20, 2015

Notice is hereby given that the Riverton City Council will hold a **Regular City Council Meeting** beginning at **6:30 p.m.** on **January 20, 2015** at Riverton City Hall, located at 12830 South 1700 West, Riverton, Utah.

1. GENERAL BUSINESS

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Presentations/Reports
 1. Recognition of Boy Scouts
 2. Recognition of Youngest and Oldest Riverton Resident
4. Public Comments

2. PUBLIC HEARINGS – 6:30 p.m. or as soon after as practicable

1. **Public Hearing** – Proposed amendment to the 2014-2015 Fiscal Year Municipal Fee Schedule – *Lisa Dudley, Finance Director*
 1. **Resolution No. 15-05** - Amending the Municipal Fee Schedule for the 2014-2015 Fiscal Year

3. DISCUSSION/ACTION ITEMS

1. **Commercial Site Plan**, Big-O Tires, 4689 West 12600 South, SP-C Zone, Big-O Tires, Applicant – *Jason Lethbridge, Planning Manager*
2. **Resolution No. 15-10** – Lease Agreement with Utah Department of Transportation for 0.8 acres of vacant land located between 1700 W. and 1656 W. and 12600 S.

4. CONSENT AGENDA

1. **Minutes**: RCCM 01-13-15
2. **Bond Releases**: N/A
3. **Resolution No. 15-06** - Authorizing the Mayor to enter into an Agreement with Lance Blackwood to continue his service as the Riverton City Manager
4. **Resolution No. 15-07** – Reappointing Scott Kochevar to the Riverton City Planning Commission
5. **Resolution No. 15-08** – Appointing Jim Allfrey to the Riverton City Board of Adjustments
6. **Resolution No. 15-09** – Approving the execution of a Franchise Agreement between Riverton City and Syringa Networks, LLC for Voice, Data or Video Transmission Services – *Ryan Carter, City Attorney*

5. STAFF REPORTS - *Lance Blackwood, City Manager*

6. ELECTED OFFICIAL REPORTS

1. Mayor Bill Applegarth
2. Council Member Brent Johnson
3. Council Member Trent Staggs

4. Council Member Sheldon Stewart
5. Council Member Tricia Tingey
6. Council Member Paul Wayman

7. UPCOMING MEETINGS

1. January 27, 2015 – 6:30 p.m. – Regular City Council Meeting
2. February 3, 2015 – 6:30 p.m. – Regular City Council Meeting
3. February 17, 2015 – 6:30 p.m. – Regular City Council Meeting
4. February 24, 2015 – 6:30 p.m. – Regular City Council Meeting

8. 2015 STRATEGIC PLANNING

1. Presentation regarding 2015 Strategic Plans
 1. Lovers' Lane – *Trace Robinson, Public Works Director*

9. ADJOURN

Dated this 16th day of January 2015



Virginia Loader, MMC
Recorder

Public Comment Procedure

At each Regular City Council Meeting any person wishing to comment on any item not otherwise on the Agenda may address the Governing Body during the Public Comment period. The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to no more than three (3) minutes, unless additional time is authorized by the Mayor. Citizen groups will be asked to appoint a spokesperson, who shall limit their comments to no more than five (5) minutes. All comments shall be directed to the Mayor and City Council. No person addressing the Governing Body during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate or dialogue with the Mayor, City Council or City Staff during the meeting.

The City Office is an accessible facility. Individuals needing special accommodations or assistance during this meeting shall notify the City Recorder's Office at 801-208-3126, at least two business days in advance of the meeting. Accessible parking and entrance are located on the south end of the building with elevator access to the City Council Chambers located on the second floor.

Certificate of Posting

I, Virginia Loader, the duly appointed and acting Recorder for Riverton City certify that, at least 24 hours prior to such meeting, the foregoing City Council Agenda was emailed to the Salt Lake Tribune, Deseret News and the South Valley Journal. A copy of the Agenda was also posted in the City Hall Lobby, on the City's Website at www.rivertoncity.com, and on the Utah Public Meeting Notice Website at <http://pmn.utah.gov>.

Dated this 16th day of January 2015

Virginia Loader
Recorder



Issue Paper

Item No. 2.1

Presenter/Submitted By:	Lisa Dudley, Finance Director		
Subject: Public Hearing and Resolution amending the Municipal Fee Schedule for the 2014-2015 Fiscal Year	Meeting Date: January 20, 2015		
	Fiscal Impact:		
	Funding Source:		
Background: The City imposes fees for various services rendered to the public. Each year, as part of the budgeting process, the City Council adopts a fee schedule for the ensuing fiscal year. The proposed fees have been incorporated into the revenue lines of the FY 2014-2015 Budget. When necessary, changes to the fee schedule are made mid-year. The proposed changes to the culinary water rates are owing to the JVVCD contract, which was approved by Council on January 6, 2015. The switch to Conservancy District water will take place on May 1, 2015, the effective date for the new culinary fees also be May 1, 2015, to coincide with the change in water. Residents will see the culinary water rate change on their June bills which will be issued for May's water usage.			
Recommendation: <ul style="list-style-type: none">• Discuss the proposed Fee Schedule• Hold a Public Hearing regarding the proposed amended FY 2014-2015 Fee Schedule• Approve the Amended Fee Schedule			
Recommended Motion: "I move the City Council adopt <u>Resolution No. 15-05</u> – Amending the Municipal Fee Schedule for the 2014-2015 Fiscal Year."			

RIVERTON CITY, UTAH
RESOLUTION NO. 15-05

A RESOLUTION OF THE RIVERTON CITY COUNCIL
AMENDING THE MUNICIPAL FEE SCHEDULE FOR THE 2014-2015 FISCAL YEAR

WHEREAS, the Riverton City Council desires to be proactive in providing information for the public that is easily accessible; and

WHEREAS, all fees charged for services have been clearly identified in one fee schedule to be adopted annually and placed on the City's website; and

WHEREAS, the fees listed in the Riverton City Municipal Fee Schedule for FY 2014-2015 reflect actual costs to the City for said services; and

WHEREAS, the City Council desires to bring said fees into perspective with current costs considerations and provide better access for the public.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Riverton City, State of Utah, as follows:

1. The City Council hereby desires to amend the "Riverton City Municipal Fee Schedule for FY 2014-2015", as attached hereto.
2. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED by the City Council of Riverton, Utah, on this 20th day of January, 2015 by the following vote:

Council Member Brent Johnson	_____ Yes	_____ No
Council Member Trent Staggs	_____ Yes	_____ No
Council Member Sheldon Stewart	_____ Yes	_____ No
Council Member Tricia Tingey	_____ Yes	_____ No
Council Member Paul Wayman	_____ Yes	_____ No

RIVERTON CITY

[SEAL]

Bill Applegarth, Mayor

ATTEST:

Virginia Loader, MMC
Recorder

RIVERTON CITY Fee Schedule for FY 2015					ACCT #	CURRENT FEE	PROPOSED FEE	EFFECTIVE DATE
	DESCRIPTION							
73	UTILITIES (monthly billing)							
1	Culinary Water Base Rate (each meter) each 1,000 gallons						2.50 3.91	May 1, 2015 May 1, 2015
2	Base Rate— 0-10,000 gallons-				51-35-718	\$ ————— 21.22		July 1, 2011
3	10,000-30,000 Gallons— per 1,000				51-35-718	\$ ————— 1.23		July 1, 2011
4	30,000-60,000 Gallons— per 1,000				51-35-718	\$ ————— 1.59		July 1, 2011
5	60,000-100,000 Gallons— per 1,000				51-35-718	\$ ————— 2.12		July 1, 2011
6	>100,000 Gallons— per 1,000				51-35-718	\$ ————— 4.24		July 1, 2011
9	PUD Base Rate— 0-10,000 gallons (Master Metered)				51-35-718	\$ ————— 19.15		July 1, 2011
10	PUD Rate per 1,000 gallons				51-35-718	\$ ————— 2.39		July 1, 2011
11	West of 4800 W Base Rate 0-10,000 Gallons-				51-35-718	\$ ————— 24.01		July 1, 2011
12	10,000-30,000 Gallons— per 1,000				51-35-718	\$ ————— 2.12		July 1, 2011
13	30,000-60,000 Gallons— per 1,000				51-35-718	\$ ————— 2.28		July 1, 2011
14	60,000-100,000 Gallons— per 1,000				51-35-718	\$ ————— 2.44		July 1, 2011
15	>100,000 Gallons— per 1,000				51-35-718	\$ ————— 2.60		July 1, 2011
18	School Base Rate				51-35-718	Equivalent Residential Units		
19	Tier 1 (based on equivalent residential units)				51-35-718	\$ ————— 1.59		July 1, 2011
20	Tier 2 (based on equivalent residential units)				51-35-718	\$ ————— 1.86		July 1, 2011
21	Tier 3 (based on equivalent residential units)				51-35-718	\$ ————— 2.12		July 1, 2011
22	Tier 4 (based on equivalent residential units)				51-35-718	\$ ————— 2.65		July 1, 2011
23	West of 4800 W School Base Rate-				51-35-718	Equivalent Residential Units		July 1, 2011
24	Tier 1 (based on equivalent residential units)				51-35-718	\$ ————— 2.12		July 1, 2011
25	Tier 2 (based on equivalent residential units)				51-35-718	\$ ————— 2.28		July 1, 2011
26	Tier 3 (based on equivalent residential units)				51-35-718	\$ ————— 2.44		July 1, 2011
27	Tier 4 (based on equivalent residential units)				51-35-718	\$ ————— 2.60		July 1, 2011
36	Construction Water - Culinary (metered with hydrant rental)				51-35-718	\$2.13 / 1000 gallons	\$3.91 / 1000 gallons	May 1, 2015
38	Construction Water - Commercial (metered)				51-35-718	\$2.13 / 1000 gallons	\$3.91 / 1000 gallons	May 1, 2015
39	Construction Water - Residential (not-metered)				51-35-718	3 x culinary base rate	\$3.91 x 30,000 gal	May 1, 2015
7	Senior Circuit Breaker Base Rate 0-10,000 Gallons				51-35-718	\$ ————— 4.00		July 1, 2006
8	10,000-30,000 Gallons - per 1,000				51-35-718	\$ ————— 1.25		July 1, 2006
16	Golf Course Rate				51-35-718	Jordan Water Conservancy Rate + 10%		July 1, 2008
17	City Use Rate				51-35-718	Jordan Water Conservancy Rate + 10%		June 17, 2014



Issue Paper

Item No. 3.1

Presenter/Submitted By:	Jason Lethbridge, Planning Manager		
Subject: COMMERCIAL SITE PLAN, BIG-O TIRES, 4689 WEST 12600 SOUTH, SP-C ZONE, BIG- O TIRES, APPLICANT	Meeting Date: January 20, 2015		
	Fiscal Impact: N/A		
	Funding Source: N/A		
Background: Big-O Tires is requesting commercial site plan approval for property located at 4689 West 12600 South. The property is zoned SP-C (Specific Plan Commercial). To the south and west property is zoned Park and Open Space. To the east property is zoned SP-C and to the north property is located in Herriman City. The proposed project will consist of one 8,700 square foot tire and lube automotive center. The site plan as proposed places the building at the center of the site with customer parking along the north and employee and vehicle storage at the back of the building. Access into the site will be from 12600 South which at this point is a Riverton City right-of-way. A cross-access easement is being recorded on the subdivision plat that will guarantee perpetual access to the Big-O Tires across the Perry Homes property. Future development will also be able to utilize this access.			
Recommendation: On January 8, 2015, the Planning Commission voted to recommend APPROVAL of this site plan application.			
Proposed Motion: “I move the City Council approve the Big-O Tires Commercial Site Plan, Application Number PL-14-8004, located at 4689 West 12600 South, with the conditions outlined in the Staff Report.”			

**RIVERTON CITY
MEMORANDUM**

TO: Honorable Mayor and City Council

FROM: Development Review Committee

DATE: January 20, 2015

SUBJECT: COMMERCIAL SITE PLAN, BIG-O TIRES, 4689 WEST 12600 SOUTH, SP-C ZONE, BIG-O TIRES, APPLICANT

PL NO.: 14-8004– Big-O Tires Commercial Site Plan

On January 8, 2015, the Planning Commission voted to recommend **APPROVAL** of this Commercial Site Plan application. A record of motion and comment is included below. The Planning Commission recommended the following motion:

I move the City Council **APPROVE** the Big-O Tires Commercial site plan, application number PL-14-8004, located at 4689 West 12600 South, with the following conditions:

1. Storm drainage systems and accommodation comply with Riverton City standards and ordinances, and with the recommendations of the Riverton City Engineering Division.
2. An interim storm drainage and erosion control plan and an access management plan be approved by the City prior to any construction or grading on the site.
3. The site and structures comply with any and all applicable Riverton City standards and ordinances, including the International Building and Fire Codes.
4. Lighting, both on the building and in the site shall be designed and installed to minimize impacts to the surrounding properties.
5. Any and all rooftop mechanical equipment shall be fully screened from view from the roadway and surrounding properties.
6. A six inch concrete mow strip be installed along the western property line.
7. The parapet match City Ordinance for distance span on a continuous roof line.
8. Entrance on 12600 South shall be right in/right out only.

BACKGROUND:

Big-O Tires is requesting commercial site plan approval for property located at 4689 West 12600 South. The property is zoned SP-C (Specific Plan Commercial). To the south and west property is zoned Park and Open Space. To the east property is zoned SP-C and to the north property is located in Herriman City.

The proposed project will consist of one 8,700 square foot tire and lube automotive center. The site plan as proposed places the building at the center of the site with customer parking along the north and employee and vehicle storage at the back of the building. Access into the site will be from 12600 South which at this point is a Riverton City right-of-way. A cross-access easement is being recorded on the subdivision plat that will guarantee perpetual access to the Big-O Tires across the Perry Homes property. Future development will also be able to utilize this access.

Parking calculations for lube and tire centers are as approved by the Planning Commission and City Council. For this review staff required the applicant to submit the parking standard used. Parking is pretty much a retail parking standard at 1 parking stall per 200 square feet of building area thus requiring 55 parking stalls. There are 45 parking stalls provided on the exterior. There are 11 parking stalls inside the building and an additional 6 parking stalls at oil lube bay stacking area. In total there are 62 parking spaces on the site.

The site is largely surrounded by landscaping. Landscaping along the north is a combination of xeriscaping and irrigated sod with trees. The remaining buffer landscaping along the perimeter is a combination of trees and xeriscaping with evergreen and deciduous trees. Along the western property line exists a handful of utility, sewer and construction easements provided maintenance access to a Century Link facility at the south west corner of the proposed site. These easements shall remain intact. One of the easements does encumber the Big-O tire site. Big-O will landscape the portion of the easement that is on their property and will terminate their landscaping at the property line with a 6 inch concrete mow strip, as per condition number 6 above. The applicant is proposing solid vinyl fencing along the southern property line. Riverton City ordinance requires solid fencing between a commercial zone and an incompatible zone such as a park, but does not specify fencing type where adjacent to a City park.

Exterior materials consist of stacked stone along the base of the building throughout the perimeter with areas of stone extending to the roof line in the columns at the corners and at the main entry. Upper wall materials consist of hone block above the garage bays and along the back with some stucco over the main building entrance. Roof line has variation as the entrance and corners extend higher than the roofline over the bays. However, additional variation in the roofline will be The Planning Commission recommended additional roofline variation in the façade.

ATTACHMENTS:

The following items are attached for your review:

1. A copy of the Site Plan application
2. A copy of the Zoning Map
3. A copy of the Aerial Views
4. A copy of the Site Plan and Landscape Plans.
5. A copy of the building elevations



12600 SOUTH

12600 S

12600 S

Legacy Ranch Blvd

4570 W

SP-C

P/OS

Mountain View NB Hwy

Kings Ct

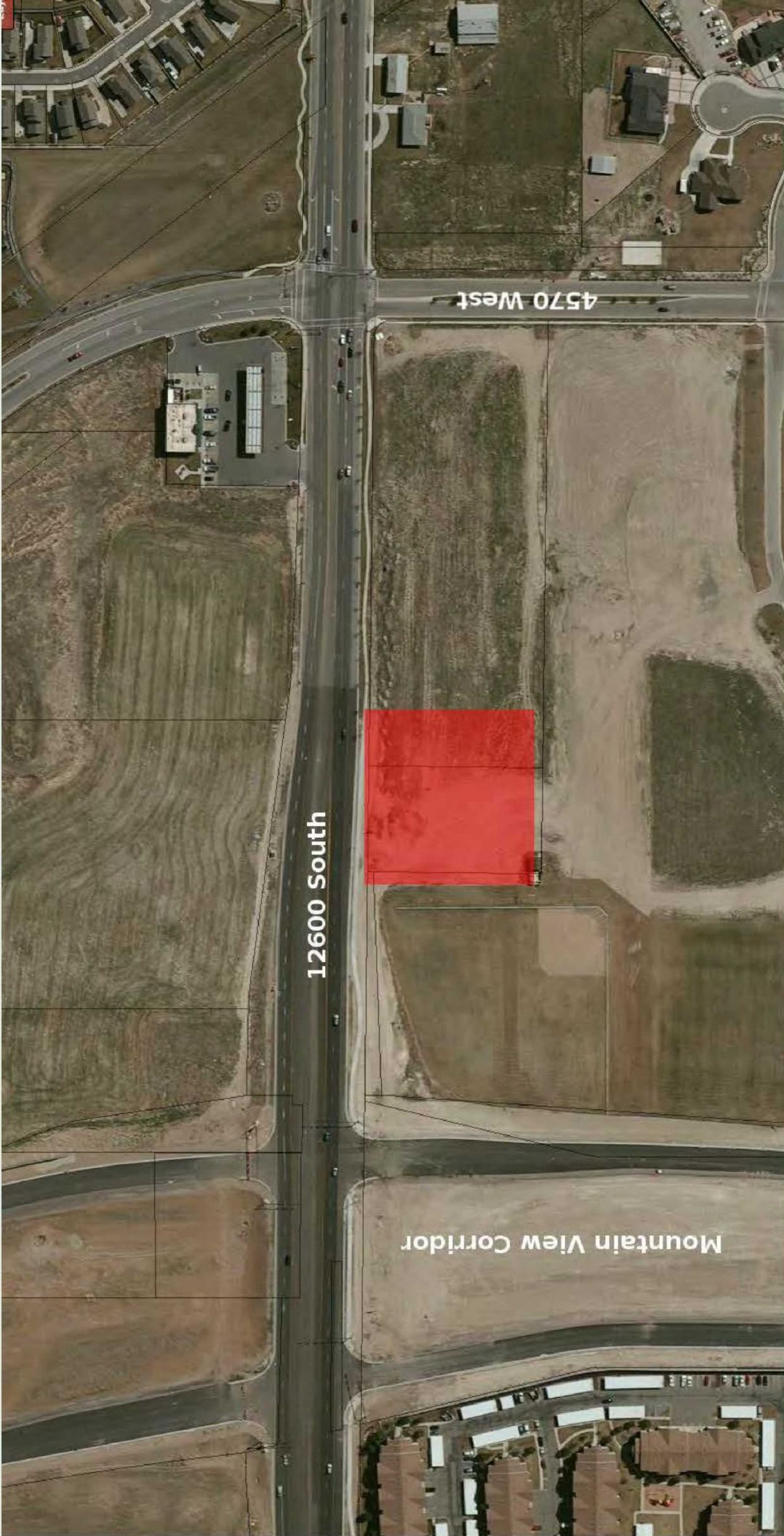
Dr

Stormy Meadow Dr

ers Dr

Goshute Dr

Walaki Cir



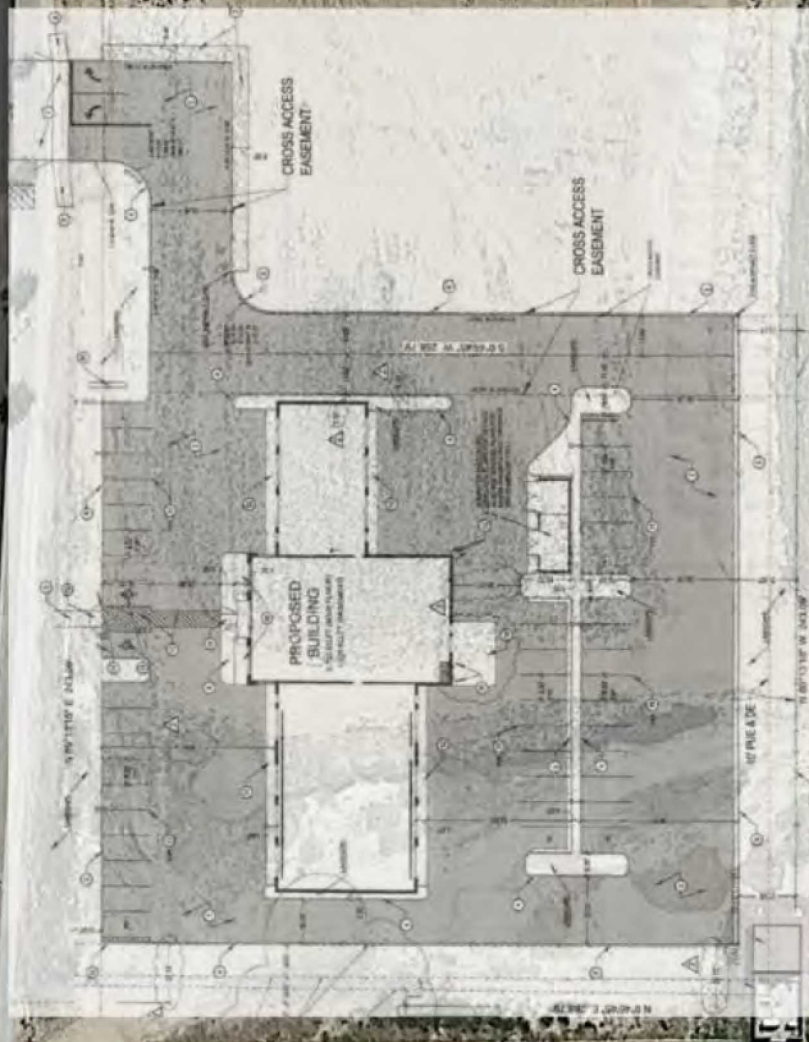
12600 South

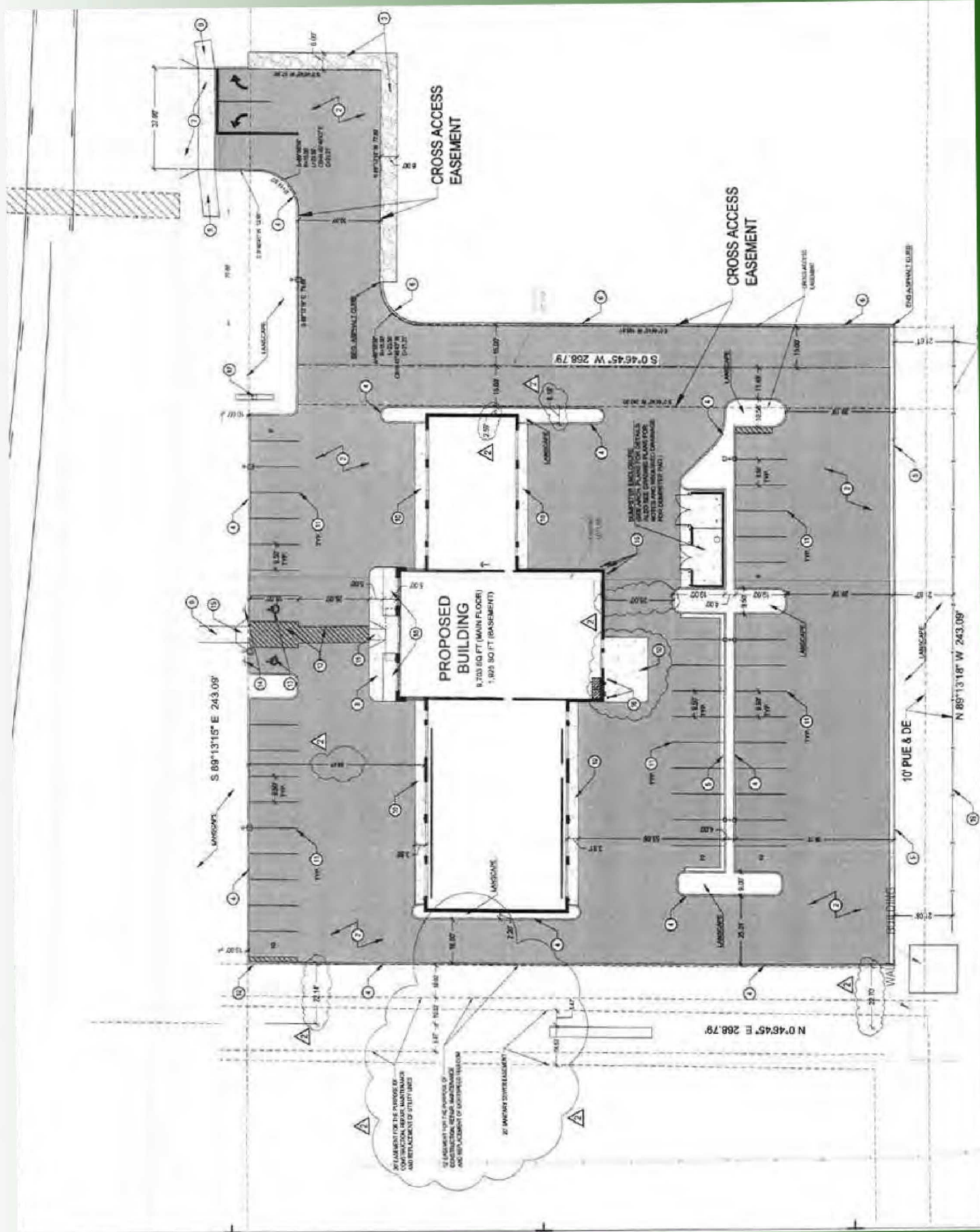
4570 West

Mountain View Corridor

W 12600 S

1/3
1/4





12600 SOUTH STREET

PLANTING LEGE
SYMBOL QUANTITY COMM

TREES		
EXISTING	6	
MAPLE	3	
MAGNOLIA	3	
ROSE	3	
SHY BIRCH	4	
SHRUBS		
BLUE CHERRY	51	
DOUGLASS SPRUCE	23	
DOGWOOD	42	
PERENNIALS & GRASSES		
STELLA D'OR	15	
PALE YUKON	147	
DECORATIVE STONE & BOLLERS		
CONCRETE	13,200	sq ft
GRAVEL	3,375	sq ft
MULCH	2,400	sq ft

BUILDING

EXISTING BUILDING



FRONT ELEVATION

SCALE: 1/8" = 1'-0"



REAR ELEVATION

SCALE: 1/8" = 1'-0"



SIDE ELEVATION

SCALE: 1/8" = 1'-0"



SCALE: SIDE ELEVATION

SCALE: 1/8" = 1'-0"

Planning Commission Record of Motion

Meeting Date: January 8, 2015

Item: Big-O Tires Commercial Site Plan

Agenda Item# 1C

	Brian Russell	Dennis Hansen	Kent Hartley	Cade Bryant	James Endrizzi	Scott Kochevar	James Webb
Motion		✓	✓				
Second			✓				

Motion(s): Motion # _____ (if multiple motions)

I move that the Planning Commission recommend APPROVAL of the Big-O Tires Commercial site plan, application number PL-14-8004, located at 4689 West 12600 South, with the following conditions:

1. Storm drainage systems and accommodation comply with Riverton City standards and ordinances, and with the recommendations of the Riverton City Engineering Division.
2. An interim storm drainage and erosion control plan and an access management plan be approved by the City prior to any construction or grading on the site.
3. The site and structures comply with any and all applicable Riverton City standards and ordinances, including the International Building and Fire Codes.
4. Lighting, both on the building and in the site shall be designed and installed to minimize impacts to the surrounding properties.
5. Any and all rooftop mechanical equipment shall be fully screened from view from the roadway and surrounding properties.
6. A six inch concrete mow strip be installed along the western property line.
7. Parapet match city w/d for distance span of continuous roof line.
8. Entrance is right in right out only

VOTE:

	Brian Russell	Dennis Hansen	Kent Hartley	Cade Bryant	James Endrizzi	Scott Kochevar	James Webb
AYE	✓	✓	✓		✓	✓	
NAY							
ABSTAIN							

☒ PASS
☐ FAIL



Issue Paper

Item No. 3.2

Presenter/Submitted By:	Mayor Applegarth		
Subject: Lease Agreement with Utah Department of Transportation for 0.8 acres of vacant land located between 1700 W. and 1656 W. and 12600 S.	Meeting Date: January 20, 2015		
	Fiscal Impact:		
	Funding Source:		
Background: The State of Utah, Department of Transportation ("UDOT") owns fee title to three contiguous parcels of real property located on the northeast side of the intersection of Redwood Road and 12600 South Street, identified by Salt Lake County parcel numbers 453-005, 453-006 and 453-007. The property is currently unimproved, tends to collect weeds and refuse, and is unsightly to the Riverton City downtown area community and any improvement to the property would enhance the visual appearance of the Riverton City downtown area.			
Recommendation: Approve Resolution No. 15-10 – Approving a lease agreement with Utah Department of Transportation for 0.8 acres of vacant land located between 1700 W. and 1656 W. and 12600 S.			
Recommended Motion: "I move the City Council adopt <u>Resolution No. 15-10</u> – Approving a lease agreement with Utah Department of Transportation for 0.8 acres of vacant land located between 1700 W. and 1656 W. and 12600 S."			

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this ____ day of January, 2015, and entered into by and between the **UTAH DEPARTMENT OF TRANSPORTATION** as “Lessor” (Landlord) and **RIVERTON CITY** as “Lessee” (Tenant).

1. **LEASED PREMISES (Premises):**

Landlord hereby leases to Tenant 0.8 acres of vacant land located between 1700 W. and 1656 W. and 12600 S., identified by Salt Lake County as parcel numbers 27-27-453-005, 27-27-453-006, 27-27-453-007, and 27-27-453-008, and further identified on the attached Exhibit “A”.

2. **PURPOSE:**

Tenant may use the Premises solely for purposes as identified on the attached Exhibit “B”.

3. **TERM:**

The term of this Lease Agreement shall be ten (10) years commencing on January 15, 2014 and expiring on January 14, 2024.

The rent payment is: \$9,409 per year

Rent is due on the 15th day of January each year

Effective January 15, 2016 and continuing on the 15th day of January each year thereafter, annual rent shall be increased to an amount equal to 104% of the annual rent payable with respect to the immediately preceding year. Following the expiration of this Lease Agreement’s original ten (10) year lease term, the Lease Agreement may be extended for up to four (4) additional five (5) year periods (“Renewal Term(s)”), subject to the following: Tenant shall provide Landlord with a written request, via certified mail, to extend this Lease Agreement’s term for the next Renewal Term at least 180 days prior to the end of the then-current term. If Landlord fails to respond to Tenant’s request within 90 days, this Lease Agreement’s term shall be deemed automatically extended through the next Renewal Term.

4. **CONSIDERATION:**

The Tenant will pay the above rent amount.

- a. Payments must be made on or before the due date, whether or not you receive our courtesy invoice.
- b. A late fee of 10% of the rent amount will be assessed on late payments. Any dishonored check shall be treated as unpaid rent.

5. **CONDITION OF PREMISES:**

Tenant hereby accepts the Premises in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, state, and federal laws, ordinances and regulations governing and regulating the use of the Premises, and accepts this Lease Agreement subject thereto and to all matters disclosed thereby. Tenant acknowledges that neither Landlord nor any agent of the Landlord has made any representation or warranty with respect to the condition of the Premises or the suitability thereof for the conduct of Tenant, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises. Tenant agrees to accept the Premises in its presently existing conditions "as is," and Landlord shall not be obligated to make any improvements or modifications thereto. Tenant represents and acknowledges that it has made a sufficient investigation of the conditions of the Premises immediately prior to the execution of this Lease Agreement and is satisfied that the Premises are fully fit physically and lawfully for Tenant's desired use. This Lease Agreement is temporary in nature and in no way cancels or negates the rights of public or private utilities to enter upon said Premises to construct, repair, or inspect their facilities.

6. **COMPLIANCE WITH LAW:**

Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, zoning restriction, ordinance, or governmental rule or regulation or requirements of duly constituted public authorities now in force or which may hereafter be in force, or with the requirements of the State Fire Marshal or other similar body now or hereafter constituted, relating to or affecting the condition, use or occupancy of the Premises. Tenant agrees to obtain any licenses, permits and other necessary authorizations from federal, state and local agencies. Tenant shall not allow the Premises to be used for any unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises and shall maintain the property in compliance with all applicable city and county ordinances.

7. **CONDUCT OF OPERATIONS:**

- a. All grading, landscaping, etc. shall be accomplished in a manner to prevent rocks and dirt from coming in contact within 20 feet of all adjoining roads or highways and in a manner to protect the public. Landscaping shall be maintained in a clean and orderly manner free of overgrown, dead, diseased, or vegetation in accordance with all city and county ordinances.
- b. Tenant shall not allow any Hazardous Materials to enter the Premises. "Hazardous Materials" shall mean those materials, substances, wastes, pollutants or contaminants which are deemed to be hazardous, toxic or radioactive and shall include but not be limited to those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," or other similar designations in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act 49 U.S.C. § 1801 et seq., and any other federal, state or local governmental statutes, laws, codes, ordinances, rules, regulations and precautions, or by common law decision, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii)

petroleum products or byproducts, or petroleum, including crude oil or any fraction thereof, or natural gas, natural gas liquids, liquefied natural gas, synthetic gas or mixtures of synthetic gas and natural gas, (iii) asbestos and (iv) polychlorinated biphenyls.

- c. Premises will be used for purposes only as identified in section 2 of this Lease Agreement and shall be maintained by Tenant in a manner which ensures the safety of the traveling and pedestrian public. No excavations, modifications, or other improvements shall be constructed without prior written approval from the Landlord. Tenant's use of the Premises is temporary in nature and shall not, at any time, be designated in the plans of Riverton City as being for significant park, recreation, or wildlife and waterfowl refuge purposes. Tenant acknowledges that upon Landlord's re-occupancy of the Premises, Tenant is not eligible for relocation benefits as a displaced person, business, or State or Local agency.
- d. Tenant grants Landlord the right to enter the Premises at all times for the maintenance, construction, reconstruction, or inspection of the Premises or any adjoining roads. Landlord will exercise reasonable care as not to interfere or negatively impact Tenant's operations.
- e. Landlord reserves the right to re-occupy the Premises at no cost if the area is required for transportation purposes as defined in Utah State Code 72-5-102, or to dispose of the Premises. Landlord shall give Tenant 30 days written notice of its intent to re-occupy and this Lease Agreement shall terminate. Tenant will be required vacate the Premises at the sole cost of the Tenant's expense. Tenant's use shall not qualify any portion of the Premises for Section 4(f) protection under CFR Section 23 Part 774.
- f. Tenant is responsible for all costs, fees and utility charges in connection with the use of the Premises. Tenant agrees to keep the Premises in a clean and orderly condition during occupancy and, upon expiration or early termination of this Lease Agreement, restore the Premises to a clean and presentable condition in compliance with all applicable city and county ordinances.
- g. No ingress or egress, other than presently existing and of record, will be allowed on the Premises.
- h. This Lease Agreement is subject to any and all easements and rights of way and restrictions appearing of record or enforceable in law and equity, and does not include any provision for the collection by the Tenant of any equity or income resulting from the existence of any easement, right of way or other restriction.

8. **INDEMNITY:**

The Tenant shall hold the Landlord harmless from any damage, liability, claims, judgments or losses arising out of or attributable to any acts and/or activities undertaken or permitted by or on behalf of the Tenant or Tenant's agents or employees on the Premises. The obligation to indemnify shall survive the expiration or termination of this Lease Agreement. Tenant shall obtain and keep in force a policy of liability insurance for the Premises and activities in an amount and type that would be reasonable for the activities and Premises described in this lease. The amount shall be a minimum of \$1,000,000 if this property will be used by the general public. Tenant will list Landlord as co-insured on the insurance coverage.

9. **ASSIGNMENT:**

This Lease Agreement may not be assigned, nor transferred, by Tenant without the express written consent of the Landlord.

10. **NOTICES:**

Any notices or changes must be in writing and delivered to the

Landlord at the following address:

Utah Department of Transportation
4501 South 2700 West
PO Box 148420
Salt Lake City, Utah 84114-8420
801.965.4209 / Fax 801.965.3822

Tenant at the following address:

Riverton City
12830 S. Redwood Road
Riverton, Utah 84065
801.208.3141

11. **TERMINATION:**

- a. If, upon inspection, the Premises are not found to be properly maintained, Tenant will be given a notice of the findings and a deadline to correct the problem. Non-compliance with such notice shall constitute a breach and possible termination of this Lease Agreement.
- b. Tenant shall be liable to Landlord for any and all costs incurred as a result of any breach by Tenant.
- c. Landlord is not abandoning any rights or interests in the Premises for transportation purposes as defined in Utah State Code 72-5-102 or the right to dispose of the Premises according to Utah State Code 72-5-111. The Tenant, a voluntary party to this Lease Agreement, is not entitled to compensation for any costs, including but not limited to relocation benefits or moving expenses, which may be accrued by Tenant as a result of the expiration or early termination of this Lease agreement. If Landlord requires the Premises for transportation purposes, Landlord shall give Tenant thirty (30) days' notice of the termination of this Lease Agreement. The lease payment shall be pro-rated for that year and Landlord shall refund the remaining amount for the months the Premises were not leased.
- d. If rent due is delinquent by 30 days or more, Landlord will notify Tenant in writing, at the address stated above, and provide a due date for the late payment and associated late fee. If Landlord is not in receipt of the payment by the due date provided in the notice, Landlord may terminate this Lease Agreement. Upon termination, Tenant will be required to immediately vacate the Premises.
- e. The obligations of Tenant with respect to restoration and indemnification shall survive the expiration or termination of this Lease Agreement. Landlord's rights to recover damages for which Tenant is liable shall not be limited by the expiration or termination of this Lease Agreement.

12. **SUCCESSORS AND ASSIGNS:**

This Lease Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties. This provision shall in no way alter the restriction with regard to assignment in paragraph 9.

13. **MISCELLANEOUS:**

- a. The captions of the sections of this Lease Agreement are inserted for convenience only and shall not be used in the interpretation or construction of any provisions of this Lease Agreement.
- b. If any provision of this Lease Agreement is held invalid or unenforceable, the holding shall affect only the provision in question and that provision in other circumstances, and all other provisions of this Lease Agreement, shall remain in full force and effect.
- c. The failure of a party to insist upon strict performance of any provisions of this Lease Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Lease Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.
- d. Any ambiguities in this Agreement shall not be strictly construed against the drafter of the language concerned, but instead shall be resolved by applying the most reasonable interpretation giving full consideration to the intent of the parties at the time of execution.
- e. In any action brought to enforce the terms of this Lease Agreement, the Parties agree that the appropriate venue shall be the Third Judicial District Court in and for Salt Lake County, Utah.

14. **ENTIRE AGREEMENT:**

This Lease Agreement constitutes the entire agreement between the parties and no prior written or prior oral promises or representations shall be binding. This Lease Agreement may not be amended, changed or altered except by written instrument signed by both parties.

Parties to this Lease Agreement sign below:

Date _____

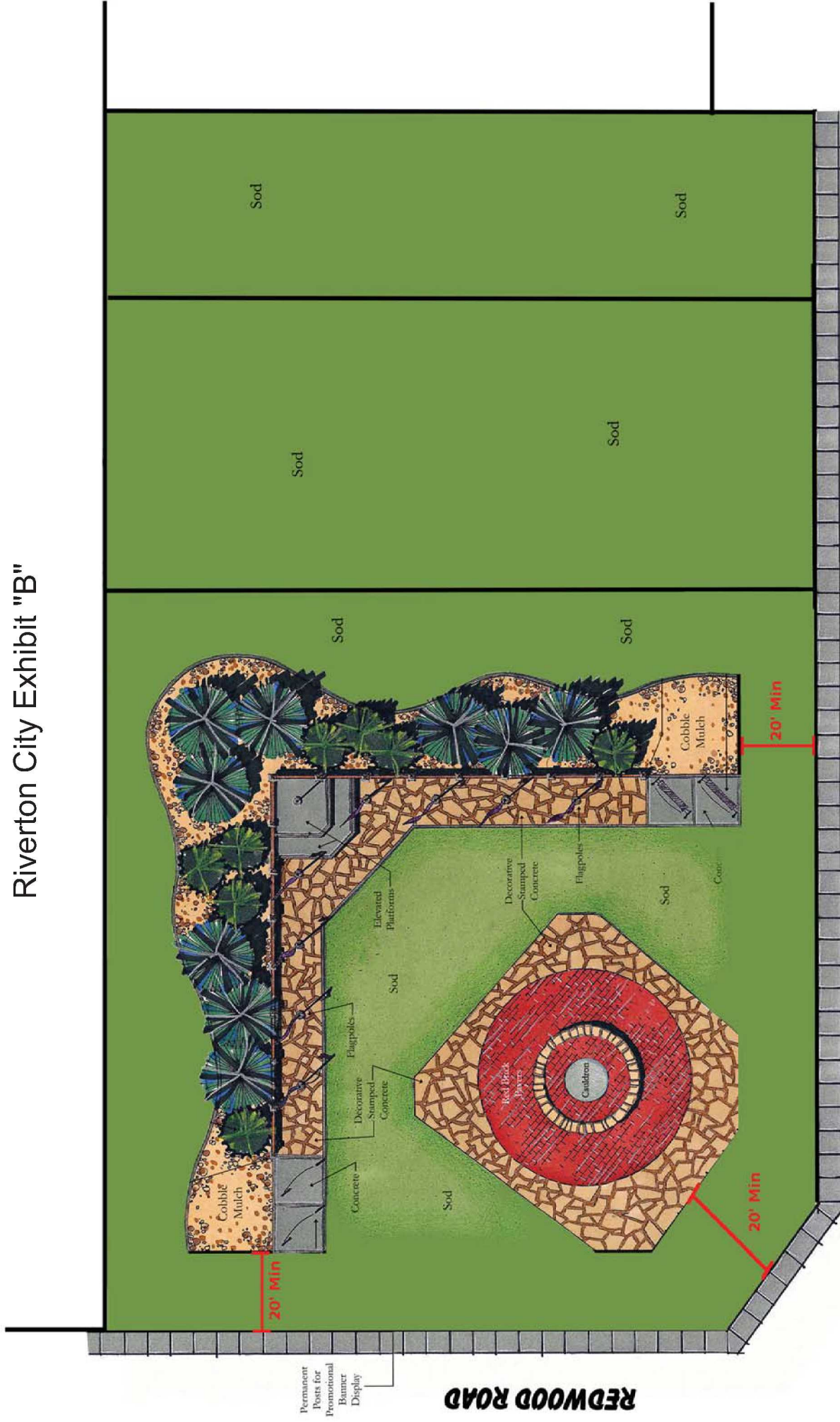
Date _____

Tenant: Riverton City
By: Bill Applegarth
Its: Mayor

Landlord: Utah Department of Transportation
By: Lyle McMillan
Its: Director of Right of Way

[illegible]

Riverton City Exhibit "B"



RIVERTON CITY, UTAH
RESOLUTION NO. 15-10

**A RESOLUTION OF THE GOVERNING BODY OF RIVERTON CITY APPROVING A
LEASE AGREEMENT WITH THE STATE OF UTAH DEPARTMENT OF
TRANSPORTATION**

WHEREAS, the State of Utah, Department of Transportation (“UDOT”) owns fee title to three contiguous parcels of real property located on the northeast side of the intersection of Redwood Road and 12600 South Street, identified by Salt Lake County parcel numbers 453-005, 453-006 and 453-007 (the “Subject Property”); and

WHEREAS, the Subject Property is currently unimproved, tends to collect weeds and refuse, and is unsightly to the Riverton City downtown area community; and

WHEREAS, the Riverton City Council finds and determines that any improvement to the Subject Property would enhance the visual appearance of the Riverton City downtown area; and

WHEREAS, the Riverton City Mayor has held extensive negotiations with UDOT officials to push for improvement of the Subject Property; and

WHEREAS, through these negotiations, UDOT has agreed to allowing the Subject Property to be improved by means of leasing the same to Riverton City; provided that Riverton City installs said improvements and maintains the same over the term of the lease; and

WHEREAS, the Riverton City Council finds and determines that leasing the Ground from UDOT could also enable the City to host public events on the Subject Property; and

NOW THEREFORE, BE IT ORDAINED by the City Council of Riverton City, State of Utah, as follows:

1. The attached Lease Agreement with the state of Utah, Department of Transportation is hereby approved in substantially similar form as provided in the Council Packet. The Mayor is authorized to make any non-material changes to the essential terms of the Lease Agreement prior to signing the same, and may further sign the Lease Agreement once the same has been approved as to form by the Riverton City Attorney.
2. This resolution shall take effect upon passing.

PASSED AND ADOPTED by the City Council of Riverton, Utah, and this _____ day of January 2015 by the following vote:

Council Member Brent Johnson	_____	Yes	_____	No
Council Member Trent Staggs	_____	Yes	_____	No
Council Member Sheldon Stewart	_____	Yes	_____	No
Council Member Tricia Tingey	_____	Yes	_____	No
Council Member Paul Wayman	_____	Yes	_____	No

RIVERTON CITY

[SEAL]

Bill Applegarth, Mayor

ATTEST:

Virginia Loader, MMC
City Recorder



Issue Paper

Item No. 4

Presenter/Submitted By:	Mayor Applegarth		
Subject: Consent Agenda	Meeting Date: January 20, 2015		
	Fiscal Impact:		
	Funding Source:		
Background: 4. CONSENT AGENDA <ol style="list-style-type: none">1. Minutes: RCCM 01-13-152. Bond Releases: N/A3. <u>Resolution No. 15-06</u> - Authorizing the Mayor to enter into an Agreement with Lance Blackwood to continue his service as the Riverton City Manager4. <u>Resolution No. 15-07</u> – Reappointing Scott Kochevar to the Riverton City Planning Commission5. <u>Resolution No. 15-08</u> – Appointing Jim Allfrey to the Riverton City Board of Adjustments6. <u>Resolution No. 15-09</u> – Approving the execution of a Franchise Agreement between Riverton City and Syringa Networks, LLC for Voice, Data or Video Transmission Services – <i>Ryan Carter, City Attorney</i>			
Recommendation: Approve the Consent Agenda as listed.			
Recommended Motion: “I move the City Council approve the Consent Agenda as listed.”			

Riverton City
REGULAR CITY COUNCIL MEETING
Minutes
January 13, 2015

Riverton City Hall
12830 South 1700 West
Riverton, Utah 84065

Attendance:

Mayor William R. Applegarth

Council Members:

Council Member Brent Johnson
Council Member Trent Staggs
Council Member Sheldon Stewart
Council Member Tricia Tingey
Council Member Paul Wayman

City Staff:

Lance Blackwood, City Manager
Virginia Loader, Recorder
Ryan Carter, City Attorney
Jason Lethbridge, Planning Manager
Trace Robinson, Public Works Director
Jeff Hawker, Asst. City Manager
Lisa Dudley, Finance Director
Sheril Garn, Parks & Public Services Director
Marty Shiede, Parks Superintendent

Citizens: Michael Johnson, Barry McLerran, Edward Staley, Tish Buroker, Perry Newman, Kenneth Stoffer

1. GENERAL BUSINESS [6:32:58 PM](#)

1. Call to Order and Roll Call

2. Pledge of Allegiance

3. Presentations/Reports

1. Recognition of Boy Scout Troops

4. Public Comments

[6:34:14 PM](#) Barry McLerran, District Representative for Congresswoman Mia Love, spoke in behalf of Congresswoman Love and offered her congratulations on Riverton City's 150th Birthday. He also reported on congressional activities of Congresswoman Love.

[6:36:20 PM](#) Edward Staley, Planned Unit Development (PUD) resident, spoke about the City's garbage contract and the PUD's garbage contract and requested a rebate from the City on their garbage fees due to the City's fee structure.

1 [6:40:54 PM](#) Mayor Pro Tempore Sheldon Stewart briefly explained the rights of a PUD
2 community.

3
4 There were no further public comments; therefore, Mayor Pro Tempore Stewart closed the
5 Public Comment period.

6
7 **2. PUBLIC HEARINGS** – There were no Public Hearings scheduled.

8
9 **3. DISCUSSION/ACTION ITEMS**

10
11 **1. Presentation regarding 2015 Strategic Plans**

12
13 **1. Parks and Recreation**

14
15 [6:42:43 PM](#) Sheril Garn, Parks and Public Services Director, presented a Riverton City Parks
16 Update and Discussion, which included the following:

17
18 **Riverton City Main Park Update**

- 19
20
21
22
 - Man power
 - Old Dome Meeting Hall decisions that need to be made
 - Main Park Community Events

23 [6:47:30 PM](#) Comments from Council Members Trent Staggs and Sheldon Stewart

24
25 [6:52:17 PM](#) Sheril Garn presented and discussion was held regarding a **Main Park Fee**
26 **Schedule**

- 27
 - Wheeler Historic Farm Fee Schedule 2015

28
29 [6:54:28 PM](#) Comments from Council Member Sheldon Stewart regarding Riverton resident vs.
30 non-resident reservations fees.

31
32 [6:56:09 PM](#) Sheril Garn presented and discussion was held regarding **Parks Department Staff**
33 **Changes**, along with an explanation of the Parks Department's duties and responsibilities i.e.
34 Burials, maintenance of 30 parks, open space, and other duties as assigned.

35
36 [7:00:33 PM](#) Sheril Garn presented and discussion was held regarding **Changes in the Parks**
37 **Budget**

38
39 [7:02:21 PM](#) Comments and discussions were made in regards to splitting the mowing contract.

40
41 [7:04:56 PM](#) Council Member Tricia Tingey spoke of the possibility of using culinary well water
42 for the parks and she requested future discussion on this topic.

43
44 [7:05:28 PM](#) Sheril Garn continued with her presentation and discussion.

45
46 [7:06:30 PM](#) Comments from Council Member Trent Staggs.

47

1 [7:07:20 PM](#) Comments from Paul Wayman regarding the possibility of using a filtration system
2 for secondary water

3
4 **2. Trees**

5
6 [7:07:52 PM](#) Sheril Garn presented and discussion was held regarding **Tree planting**
7 **clarification** for Trees in Parks replacement, Center Median Park Strips, and front of sidewalk
8 park strip.

9
10 [7:08:21 PM](#) City Manager Lance Blackwood asked for clarification regarding the City Council's
11 desired level of service and discussion continued.

12
13 [7:11:01 PM](#) Marty Shiede, Parks Superintendent, spoke of his experience with tree replacement
14 procedures and prioritization and further discussion ensued.

15
16 [7:20:37 PM](#) Discussion was held regarding Council District budget allocations for trees.

17
18 [7:22:20 PM](#) Discussion was held regarding bonding and inspections for tree installation and/or
19 replacement.

20
21 [7:26:13 PM](#) City Attorney Ryan Carter suggested that there be an evaluation of work as it is
22 performed. An update to the ordinance specifying particular trees for particular areas was also
23 mentioned.

24
25 [7:27:52 PM](#) Discussion then continued among the Council Members and Marty Shiede regarding
26 a recommended two inch caliper trees.

27
28 [7:29:59 PM](#) Council Member Brent Johnson recommended the elimination of a middleman in
29 the purchase of trees and buying a bulk amount of two to three varieties of trees to be used
30 throughout the City. Discussion then returned to an allocation of trees per Council District and
31 Council Member Staggs [7:38:11 PM](#) requested that staff determine an allocation for each
32 Council District.

33
34 [7:38:52 PM](#) Council Member Sheldon Stewart requested that staff update an ordinance that
35 allows an allocation of trees per Council District.

36
37 [7:39:36 PM](#) Council Member Trent Staggs spoke regarding the possibility of obtaining grants
38 and the exploration of a tree farm concept and what the requirements would be for that option.

39
40 [7:48:17 PM](#) Discussion was then held regarding the hiring of an Urban Forester and the
41 associated cost of that position, again to be determined by the level of service the City Council
42 desires.

43
44 [7:53:23 PM](#) Mayor Applegarth joined the meeting and discussion continued.

45
46 [8:06:19 PM](#) Mayor Applegarth spoke of and allocation for potential tree replacement in the
47 current budget, which could take place on February 3, 2015. Discussion then ensued among the
48 Council Members regarding a proposed budget adjustment.

1 [8:15:50 PM](#) Council Member Sheldon Stewart **MOVED to include an Urban Forester in the**
2 **Strategic Plan with expense line.** Council Member Trent Staggs **SECONDED** the motion.
3 Mayor Applegarth called for discussion on the motion; he then called for a Roll Call Vote. The
4 vote was as follows: Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes, and Wayman-Yes.
5 **The motion passed unanimously.**

6
7 [8:16:57 PM](#) Sheril Garn presented and led discussion regarding an **Organizational Chart for a**
8 **Fully Operational Park Department.** She asked for direction in determining the level of
9 service they desire for the Parks Department in general.

10
11 [8:25:04 PM](#) Council Member Sheldon Stewart **MOVED that an Irrigation Tech be included**
12 **in the Strategic Plan and if the contract comes back and it is beneficial for the City to move**
13 **it in house, it be moved in house.** Council Member Trent Staggs **SECONDED** the motion.
14 Mayor Applegarth called for discussion on the motion; he then called for a Roll Call Vote. The
15 vote was as follows: Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes, and Wayman-Yes.
16 **The motion passed unanimously.**

17
18 [8:26:59 PM](#) Council Member Sheldon Stewart, Mayor Applegarth and staff discussed revenue
19 from two cell tower locations, which could generate funds for one or two seasonal park
20 employees.

21
22 [8:33:30 PM](#) Council Member Sheldon Stewart **MOVED to approve what has been presented**
23 **on the Organizational Chart for a Fully Operational Park Department.** Council Member
24 Brent Johnson **SECONDED** the motion. Mayor Applegarth called for discussion on the motion;
25 [8:35:52 PM](#) discussion ensued and Council Member Stewart **updated his motion to include**
26 **that Service Level Agreements be agreed to, which will be in the Strategic Plan.** Council
27 Member Tricia Tingey **SECONDED** the updated motion. Mayor Applegarth then called for a
28 Roll Call Vote. The vote was as follows: Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes,
29 and Wayman-Yes. **The motion passed unanimously.**

30
31 [8:39:23 PM](#) Sheril Garn reported that the moratorium regarding the sale of cemetery plots in the
32 east section expired on October 1, 2014, and asked for direction from the Council Members. The
33 Council Members concurred to remove the moratorium as long as the water issues have been
34 resolved.

35
36 [8:41:42 PM](#) Sheril Garn then spoke of the Cemetery signage and Mayor Applegarth directed the
37 signage be completed and installed by April 1, 2015.

38
39 [8:43:20 PM](#) Break

40 41 **3. Economic Development**

42
43 [8:55:40 PM](#) Jeff Hawker, Asst. City Manager, along with Planning Manager Jason Lethbridge,
44 presented information regarding a **Riverton City Market Share and Retail Leakage Analysis.**
45 The following were presented and discussed by Council Members and staff:

46
47 [8:57:23 PM](#) **Market Share**

48

[9:02:58 PM](#) **Arts and Entertainment**

Building and Garden

[9:06:31 PM](#) **Amount of taxable sales**

[9:09:13 PM](#) **Electronics and Appliances**

[9:09:44 PM](#) **Food Service & Drinking**

[9:10:33 PM](#) **Food Stores (Grocery)**

[9:11:22 PM](#) **Furniture**

[9:11:54 PM](#) **Gas Stations**

[9:12:55 PM](#) **General Merchandise**

[9:14:04 PM](#) **Motor Vehicles**

[9:14:50 PM](#) **Sporting Goods and Hobby**

[9:15:14 PM](#) **Retail Leakage Analysis**

[9:18:52 PM](#) **Leakage Totals**

[9:20:35 PM](#) **Economic Development Districts**

[9:52:12 PM](#) Council Member Sheldon Stewart requested that when development begins in the Western Commercial District, the proposed economic development districts be reviewed.

[9:53:08 PM](#) Mayor Applegarth commended the Recreation Department on their recent 150th Celebration and he commended the UPD Riverton Precinct for the recent Ribbon Cutting of the Riverton Precinct.

4. CONSENT AGENDA [9:55:55 PM](#)

Mayor Applegarth removed the minutes from the Consent Agenda and City Recorder Virginia Loader explained the process of accessing the agenda, packet, minutes and audio recording of City Council Meetings on the Public Notice Website.

1. Minutes: RCCM 01-06-15

[10:02:31 PM](#) Council Member Sheldon Stewart **MOVED the City Council approve the minutes of RCCM 01-06-15.** Council Member Trent Staggs **SECONDED** the motion. Mayor Applegarth called for discussion on the motion; he then called for a Roll Call Vote. The vote was

1 as follows: Johnson-Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes, and Wayman-Yes. **The motion**
2 **passed unanimously.**

3
4 [10:03:09 PM](#) Council Member Paul Wayman led discussion to include times for agenda items;
5 no action was taken.

6
7 **5. ADJOURN**

8
9 [10:07:25 PM](#) Council Member Tricia Tingey **MOVED the City Council adjourn.** Council
10 Member Sheldon Stewart **SECONDED** the motion. Mayor Applegarth called for discussion on
11 the motion; there being none, he called for a Roll Call Vote. The vote was as follows: Johnson-
12 Yes, Staggs-Yes, Stewart-Yes, Tingey-Yes, and Wayman-Yes. **The motion passed**
13 **unanimously and the Regular City Council Meeting adjourned at 10:10 p.m.**

14
15
16
17
18 _____
19 Virginia Loader, MMC
20 Recorder

21 Approved: Pending Minutes

22
23 Upon approval an audio recording of these minutes will be available at:
24



Issue Paper

Presenter/Submitted By:	Ryan Carter, City Attorney		
Subject: A Resolution approving the execution of a City Manager Employment Agreement with Lance Blackwood which allows his service to continue as the Riverton City Manager	Meeting Date: January 20, 2015		
	Fiscal Impact: N/A		
	Funding Source: N/A		
Background: Riverton City's Employment Agreement with Lance Blackwood for his services as City Manager expired at the end of 2014, although the City Manager and the City Council agreed to continue to honor the terms of the Employment Agreement until the same could be reviewed by the City Attorney and presented to the Council for renewal in a regularly scheduled meeting. The City Attorney has reviewed the Employment Agreement with the Council and the City Manager, and the parties are now prepared to renew the Employment Agreement. The City Attorney has accordingly prepared a new agreement, approval by the Council and execution.			
Recommendation: Adopt Resolution No. 15-06 - approving the execution of an employment agreement with Lance Blackwood allowing him to continue his service as the Riverton City Manager.			
Recommended Motion: "I move the City Council adopt <u>Resolution No. 15-06</u> - Approving the City Manager Employment Agreement by and between Riverton City and Lance Blackwood."			

RIVERTON CITY, UTAH
RESOLUTION NO. 15-06

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH LANCE BLACKWOOD TO CONTINUE HIS SERVICE AS
THE RIVERTON CITY MANAGER**

WHEREAS, Riverton City has a need for a City Manager to assume and perform the administrative responsibilities of the City; and

WHEREAS, Riverton City has reached an agreement with Lance Blackwood to continue his service as the City Manager for Riverton City; and

WHEREAS, Riverton City has appointed the Riverton City Attorney to review and approve as to form the City Manager Employment Agreement,

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF
RIVERTON CITY AS FOLLOWS:**

1. The Agreement by and between Riverton City and Lance Blackwood is hereby approved and made effective on the date the Agreement is signed by the Mayor of Riverton City.
2. The Mayor is hereby authorized to sign, on behalf of the City, the Agreement with Lance Blackwood, upon verification that the agreement has been approved as to legal form by the City Attorney.

PASSED AND ADOPTED by the City Council of Riverton, Utah, and this _____ day of January 2015 by the following vote:

Council Member Brent Johnson	_____	Yes	_____	No
Council Member Trent Staggs	_____	Yes	_____	No
Council Member Sheldon Stewart	_____	Yes	_____	No
Council Member Tricia Tingey	_____	Yes	_____	No
Council Member Paul Wayman	_____	Yes	_____	No

RIVERTON CITY

[SEAL]

Bill Applegarth, Mayor

ATTEST:

Virginia Loader, MMC
Recorder

CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement made the _____ of January, 2015 between Riverton City, a Utah municipal corporation, herein referred to as Employer or City, and Lance Blackwood, herein referred to as Employee.

The parties recite and declare that:

1. Employer is in need of the services of a person possessing the skills and ability required to serve as City Manager.
2. Employee, through his education and experience, possesses the requisite skills to perform such duties.
3. Employer therefore desires to engage the services of Employee as City Manager to serve City under the direction of the governing body of the City pursuant to the authority vested in City by Utah law.

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, Employer and employee agree as follows:

SECTION ONE MUTUAL ASSENT TO EMPLOYMENT

Employer hereby employs Employee to act as City Manager for City, and Employee hereby accepts and agrees to such employment, engagement, and hiring.

SECTION TWO GOVERNING LAW

This Agreement and the employment of Employee hereunder shall be subject, generally, to all applicable provisions of the Riverton City Municipal Code, Utah statutory law and to all amendments thereto.

SECTION THREE DUTIES OF EMPLOYEE

1. Employee shall perform all duties imposed on him as City Manager by the laws of the State of Utah, the Riverton City Municipal Code, and such other duties as the City Mayor from time to time may require of Employee. These duties include, without limitation the following: (1) knowledge and direction in municipal government affairs; (2) municipal government finance and budget; (3) planning and zoning; and (4) administration and management of City staff in assisting Employee in fulfilling his duties, and fulfilling their own duties, as further described in the following paragraph.

2. Subject to the approval of the Mayor, the City Manager shall have the additional responsibility of organizing, reorganizing and arranging the staff of the City in such a way that in his judgment best serves the City. The City Manager shall have such responsibility in all personnel matters including selection, assignment, transfer, discipline, and termination of employees in accordance with the Personnel Rules of the City. Once every three months, the City Manager shall inform the City Council of changes to the staffing of Riverton City which have occurred in the three month period, provided any significant changes have occurred during that time. If the City Manager determines it is necessary to reduce city employee staffing by performing a Reduction in Force (RIF), the City Manager shall inform the City Council in advance of notifying employees who are subject to losing their respective positions through the RIF process.
3. In addition, Employee will be asked to carry out the legislative enactments of the City Council and be a resource to the City in the above-listed areas. Employee will be required to attend City Council meetings and such other meetings as required by the Mayor and City Council. Employee agrees to perform all duties required of Employee to the best of his ability and in a professional, efficient, and competent manner. Employee agrees the position of City Manager is a professional executive position, and Employee will be expected to work a minimum of 40 hours per week, with the understanding that Employee may be required to work in excess of those hours to accomplish his duties without any expectation of overtime payment.

SECTION FOUR PLACE OF EMPLOYMENT

The duties required of Employee hereunder shall be rendered at Riverton, Utah, and such other place or places as Employer shall in good faith require or as the interests and needs of Employer shall require.

SECTION FIVE TERM OF EMPLOYMENT, TERMINATION AND PROBATIONARY PERIOD

This Agreement shall be effective on the date of, January 20, 2015 and shall remain in effect until one of the following occurs: 1) the resignation, abandonment, or retirement of Employee from Employee's employment position; 2) permanent incapacity or death employee; or 2) employee's involuntary termination from employment through action taken by the City's Governing Body. . The parties agree that subject only to the provisions of this Agreement the Employee's position shall be an at-will position and subject to termination at any time, for any reason by the City's Governing Body or Employee. If Employee's position with the City is terminated by the Governing Body during the term of this Agreement, without "sufficient cause", as defined herein, Employee shall be entitled to be paid an amount equal to the Employee's salary for a period of six (6) months plus one week for each year of service which Employee has provided to the City up to and including Employee's date of termination from employment (the "Severance Period"). In addition, Employee shall receive all non-monetary benefits for the same duration as the Severance Period, beginning from first business day

following Employee's date of termination from employment, and running thereafter until said duration expires. Severance Payment and benefits owed to Employee shall be paid or otherwise provided to Employee in a manner consistent with existing City policies at the time of the Employee's termination from employment, as a severance package. Benefits include all benefits paid by the City. Benefits will be paid out over the Severance Period following Employee's termination from Employment or in a lump sum totaling the Severance Period benefit, as directed in writing by Employee. If Employee resigns, retires, dies, suffers from permanent incapacity, or is terminated by the City during the term of this contract for sufficient cause, he shall not be entitled to any severance payment from the City. "Sufficient cause" for purposes of this Agreement, shall be defined as and be limited to: 1) refusal to carry out a city-related assignment or order of the Mayor which does not violate Utah statutory law, the Riverton Municipal Code, or any resolutions or policies adopted by the Riverton City Council; 2) commission of a public offense which is not related to traffic, except for reckless driving or driving under the influence of alcohol, a controlled substance or a controlled substance metabolite, and is punishable as a class B misdemeanor, or any public offence, whether related to traffic regulations or not, which is punishable as a class A misdemeanor or a felony; and 3) willful violation of a policy or ordinance Riverton City. Further, termination for cause may only occur after Employer has notified Employee in writing of the basis of the proposed termination for sufficient cause and allowed Employee seven business days to cure such basis. In the event Employee is accused of illegal conduct which if proven to be true constitutes "sufficient cause" as defined herein, Employee may be placed on administrative leave by the City Council as the matter is adjudicated.

Employer may evaluate Employee's performance semi-annually for the purpose of evaluation of Employee's performance and developing mutually agreeable performance goals and criteria for the subsequent period(s)

SECTION SIX COMPENSATION

Employer shall pay Employee, and Employee shall accept from Employer, in full payment for Employee's services hereunder, the following compensation:

1. The currently established annual salary with future cost of living increases and/or merit increases as approved by the City. Employee shall be eligible for bonuses approved as part of the budget.
2. Retirement, health insurance and other benefits consistent with existing City policies at the time of this Agreement.
3. Vacation and sick leave will accrue pursuant to City policy.
4. Employee shall be entitled to the same benefits granted to other City employees as they may change from time to time.

There is no agreement or expectation of additional compensation other than the above-listed items.

SECTION SEVEN OTHER EMPLOYMENT

With prior approval of the Mayor, Employee may undertake outside professional activities for compensation, including without limitation consulting, teaching, training, speaking and writing. Such outside professional activities shall not interfere with Employee's normal duties and may be done only during personal, vacation, or holiday time of Employee. Employee may not conduct outside professional services for any existing vendors or contractors of the City. Under no circumstances shall Employee's outside professional activities violate City ordinances prohibiting conflicts of interest. Employee understands and agrees City ordinances regulating conflicts of interest may be amended by the City Council from time to time. Any future amendments to City ordinances regulating conflicts of interest shall apply to any outside professional services conducted by Employee at such time the City's ordinances are amended.

SECTION EIGHT FACILITIES, SUPPLIES, AND ASSISTANCE

Employer shall furnish Employee, at Employer's expense, with office facilities within the aforementioned premises of City suitable for employee's performance of his duties as City Manager. Employer shall also provide, at Employer's expense, such supplies, equipment, and material as may be required in the performance of such duties.

SECTION NINE MODIFICATION

No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

SECTION TEN SEVERABILITY, WAIVER

All Agreements and covenants herein are severable, and in the event any of them, with the exception of those contained in Section One, Three, and Six hereof, shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid Agreements or covenants were not contained herein. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by City and City shall be free to reinstate any such term or condition with or without notice to the Employee.

SECTION ELEVEN COMPLETE AGREEMENT IN WRITTEN CONTRACT

The terms herein shall constitute the entire agreement between the Parties, and supersedes and replaces all prior agreements, whether oral or written, between the Parties. If either party to this Agreement breaches this Agreement, the other party shall be entitled to recover its costs,

damages and attorneys fees, if any, incurred as a result of the breach.

IN WITNESS WHEREOF, the parties have executed this Agreement at Riverton City, Utah, the day and year first above written.

EMPLOYER

Bill Applegarth, Mayor

ATTEST

EMPLOYEE

City Recorder

Lance Blackwood



Issue Paper

Item No. 4.4

Presenter/Submitted By:		Mayor Applegarth	
Subject: Resolution No. 15-07 – Re-appointing Scott Kochevar to the Riverton City Planning Commission		Meeting Date: January 20, 2015	
		Fiscal Impact:	
		Funding Source:	
Background: Riverton City Code 2-95-020, provides that the Mayor shall appoint with advice and consent of the City Council residents of Riverton City to serve on the Planning Commission. The Mayor is nominating Scott Kochevar to the Riverton City Planning Commission for a four year term to expire in January 2019.			
Recommendation: Approve the Mayor's appointment of Planning Commission Members.			
Recommended Motion: "I move the City Council adopt <u>Resolution No. 15-07</u> – Appointing Scott Kochevar to the Riverton City Planning Commission."			

RIVERTON CITY, UTAH
RESOLUTION NO. 15-07

**A RESOLUTION APPOINTING REAPPOINTING SCOTT KOICHEVAR TO THE
RIVERTON CITY PLANNING COMMISSION**

WHEREAS, in accordance with Riverton City Ordinance 2-95-020, the Mayor shall appoint with advice and consent of the City Council residents of Riverton City to serve on the Planning Commission; and,

WHEREAS, the Mayor hereby confirms his nomination of James Scott Kochevar to serve a four-year term as Planning Commissioner, which will expire in January 2019; and

WHEREAS, after careful consideration the Council hereby determines that it is in the best interest of the health, safety and welfare of the citizens of Riverton to consent to the appointment of the Mayor's nomination to the Planning Commission.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF
RIVERTON CITY AS FOLLOWS:**

1. The Mayor's appointment of Scott Kochevar be made with the advice and consent of the City Council.
2. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED by the City Council of Riverton, Utah, this 20th day of January 2015 by the following vote:

Council Member Brent Johnson	_____	Yes	_____	No
Council Member Trent Staggs	_____	Yes	_____	No
Council Member Sheldon Stewart	_____	Yes	_____	No
Council Member Tricia Tingey	_____	Yes	_____	No
Council Member Paul Wayman	_____	Yes	_____	No

RIVERTON CITY

[SEAL]

ATTEST:

Bill Applegarth, Mayor

Virginia Loader, MMC
City Recorder



Issue Paper

Item No. 4.5

Presenter/Submitted By:	Mayor Applegarth		
Subject: Resolution No. 15-08 – Appointing Jim Allfrey to the Riverton City Board of Adjustments	Meeting Date: January 20, 2015		
	Fiscal Impact:		
	Funding Source:		
Background: Riverton City Code 2-80-020, provides that the Mayor shall appoint with advice and consent of the City Council residents of Riverton City to serve on the Board of Adjustments. The Mayor is nominating Jim Allfrey to the Riverton City Board of Adjustments for a four year term to expire in January 2019.			
Recommendation: Approve the Mayor's appointment of Jim Allfrey to the Riverton City Board of Adjustments.			
Recommended Motion: "I move the City Council adopt <u>Resolution No. 15-08</u> – Appointing Jim Allfrey to the Riverton City Board of Adjustments."			

RIVERTON CITY, UTAH
RESOLUTION NO. 15-08

**A RESOLUTION APPOINTING JIM ALLFREY TO THE RIVERTON CITY BOARD
OF ADJUSTMENTS**

WHEREAS, in accordance with Riverton City Ordinance 2-80-020, the Mayor shall appoint with advice and consent of the City Council residents of Riverton City to serve on the Board of Adjustments; and,

WHEREAS, the Mayor hereby confirms his nomination of Jim Allfrey to serve a four-year term on the Board of Adjustments, which will expire in January 2019; and

WHEREAS, after careful consideration the Council hereby determines that it is in the best interest of the health, safety and welfare of the citizens of Riverton to consent to the appointment of the Mayor's nomination to the Board of Adjustments.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF
RIVERTON CITY AS FOLLOWS:**

1. The Mayor's appointment of Jim Allfrey be made with the advice and consent of the City Council.
2. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED by the City Council of Riverton, Utah, this 20th day of January 2015, by the following vote:

Council Member Brent Johnson	_____	Yes	_____	No
Council Member Trent Staggs	_____	Yes	_____	No
Council Member Sheldon Stewart	_____	Yes	_____	No
Council Member Tricia Tingey	_____	Yes	_____	No
Council Member Paul Wayman	_____	Yes	_____	No

RIVERTON CITY

[SEAL]

ATTEST:

Bill Applegarth, Mayor

Virginia Loader, MMC
City Recorder



Issue Paper

Item No. 4.6

Presenter/Submitted By:	Ryan Carter, City Attorney		
Subject: Approve a resolution to execute a franchise agreement between Riverton City and Syringa Networks, LLC in order to establish a telecommunications network	Meeting Date:	01/20/2015	
	Fiscal Impact:	N/A	
	Funding Source:	N/A	
Background: <p>Syringa Networks, LLC desires to provide voice, data and/or video transmission services within Riverton City in order to establish a telecommunications network in, under, along, over and across the present and future rights-of-way of the City.</p> <p>Title 12, Chapter 12.25 of the Riverton City Code allows for telecommunication franchises within the City. The City believes that it is in the best interest of the public to provide Syringa with a nonexclusive franchise to operate a telecommunications network in the City.</p>			
Recommendation: <p>Approve Resolution No.15-09, authorizing the Mayor to execute a franchise agreement with Syringa Networks, LLC.</p>			
Recommended Motion: <p>"I move the City Council adopt <u>Resolution No.15-09</u> - Authorizing the Mayor to execute a franchise agreement with Syringa Networks, LLC."</p>			

RIVERTON CITY, UTAH
RESOLUTION NO. 15-09

**A RESOLUTION APPROVING THE EXECUTION OF A FRANCHISE AGREEMENT
BETWEEN RIVERTON CITY AND SYRINGA NETWORKS, LLC FOR VOICE, DATA
OR VIDEO TRANSMISSION SERVICES**

WHEREAS, Riverton City desires to enter into a franchise agreement with Syringa Networks, LLC ("Syringa") in order to allow Syringa to establish a telecommunications network and provide voice, data or video transmission services within Riverton City; and

WHEREAS, the City Council of Riverton City does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of Riverton City to approve the Agreement.

NOW THEREFORE BE IT RESOLVED by the Governing Body of Riverton City as follows:

1. The Agreement is hereby approved, and the Mayor is authorized to execute the Agreement upon verification that the Agreement has been approved as to legal form by the City Attorney.
2. This resolution shall take effect upon passing.

PASSED AND ADOPTED by the City Council of Riverton, Utah, and this _____ day of January 2015 by the following vote:

Council Member Brent Johnson	_____	Yes	_____	No
Council Member Trent Staggs	_____	Yes	_____	No
Council Member Sheldon Stewart	_____	Yes	_____	No
Council Member Tricia Tingey	_____	Yes	_____	No
Council Member Paul Wayman	_____	Yes	_____	No

RIVERTON CITY

[SEAL]

Bill Applegarth, Mayor

ATTEST:

Virginia Loader, MMC
Recorder

**FRANCHISE AGREEMENT
RIVERTON CITY AND SYRINGA NETWORKS, LLC**

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between Riverton City, Utah (hereinafter "CITY"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 12830 South 1700 West, Riverton Utah, 84065, and Syringa Networks, LLC, an Idaho limited liability company (hereinafter "PROVIDER") with its principal offices at 12301 W. Explorer Drive, Boise, Idaho 83713.

WITNESSETH:

WHEREAS, the PROVIDER desires to provide voice, data or video transmission services within the CITY and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the CITY; and

WHEREAS, the CITY has enacted Title 12, Chapter 12.25 of the Riverton City Municipal Code (hereinafter the "Telecommunication Rights-of-Way Ordinance") which governs the application and review process for Telecommunication Franchises in the CITY; and

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide the PROVIDER a nonexclusive franchise to operate a telecommunications network in the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and the PROVIDER agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE.

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and PROVIDER.

1.2 Ordinance. The CITY has adopted the Telecommunications Rights-of-Way Ordinance which is attached to this Agreement as Exhibit "A" and incorporated herein by reference. The PROVIDER acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Rights-of-Way Ordinance. The parties agree that the provisions and requirements of the Telecommunications Rights-of-Way Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Rights-of-Way Ordinance. The definitions in the Telecommunications Rights-of-Way Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require the PROVIDER to comply with any provision of the Telecommunications Rights-of-Way Ordinance which is determined to be unlawful or beyond the CITY's authority.

1.3 Ordinance Amendments. The CITY reserves the right to amend the Telecommunications Rights-of-Way Ordinance at any time. The CITY shall give the PROVIDER notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between the PROVIDER's rights and obligations under the Telecommunications Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the PROVIDER agrees to comply with any such amendments.

1.4 Franchise Description. The Telecommunications Franchise provided hereby shall confer upon the PROVIDER the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public Rights-of-Way in the City. The franchise does not grant to the PROVIDER the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the PROVIDER from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the PROVIDER's System within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Licenses. The PROVIDER acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance.

1.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE 2. FRANCHISE FEE.

2.1 Franchise Fee. For the Franchise granted herein, the PROVIDER shall pay to the CITY a tax in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410), less any business license fee or business license tax enacted by the CITY. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

2.2 Equal Treatment. CITY agrees that if any service forming part of the base for calculating the franchise fee under this Agreement is, or becomes, subject to competition from a third party, the CITY will either impose and collect from such third party a fee or tax on Gross Revenues from such competing service in the same percentage specified herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of the CITY, or waive collection of the fees provided for herein that are subject to such competition.

ARTICLE 3. TERM AND RENEWAL.

3.1 Term and Renewal. The franchise granted to PROVIDER shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by the PROVIDER upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to the CITY's representative designated herein written notice of the PROVIDER's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of PROVIDER Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between the PROVIDER and the CITY, or by revocation or forfeiture, the PROVIDER shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of the PROVIDER, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected.

ARTICLE 4. PUBLIC USE RIGHTS.

4.1 City Uses of Poles and Overhead Structures. The CITY shall have the right, without cost, to use all poles owned by the PROVIDER within the CITY for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by the CITY shall be for activities owned, operated or used by the CITY for any public purposes and shall not include the provision of telecommunications service to third parties.

4.2 Limitations on Use Rights. Nothing in this Agreement shall be construed to require the Provider to increase pole capacity, alter the manner in which the PROVIDER attached equipment to the poles, or alter the manner in which the PROVIDER operates and maintains its equipment. Such CITY attachments shall be installed and maintained in accordance with the reasonable requirements of the PROVIDER and the current National Electrical Safety Code. CITY attachments shall be attached or installed only after written approval by the PROVIDER, which approval will be processed in a timely manner and will not be unreasonably withheld.

4.3 Maintenance of CITY Facilities. The CITY's use rights shall also be subject to the parties reaching an agreement regarding the CITY's maintenance of the CITY attachments.

ARTICLE 5. POLICE POWERS.

The CITY expressly reserves, and the PROVIDER expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 6. CHANGING CONDITIONS AND SEVERABILITY.

6.1 **Meet to Confer.** The PROVIDER and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the PROVIDER conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, the PROVIDER and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

6.2 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's Excavation Permit Ordinance. For the PROVIDER, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the CITY's Excavation Permit Ordinance.

ARTICLE 7. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

7.1 **Grounds for Termination.** The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The PROVIDER fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure;

(b) The PROVIDER, by act or omission, materially violates a material duty herein set forth in any particular within the PROVIDER's control, and with respect to which redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the PROVIDER notice of such determination, the PROVIDER, within

sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, the PROVIDER shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the PROVIDER; or

(c) The PROVIDER becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the PROVIDER within sixty (60) days.

7.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the PROVIDER from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

7.3 Remedies at Law. In the event the PROVIDER or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or the PROVIDER, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and the PROVIDER. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 8. PARTIES' DESIGNEES.

8.1 CITY designee and Address. The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the PROVIDER to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative c/o Lance Blackwood at 12830 South 1700 West, Riverton, Utah 84065, or such other officer and address as the CITY may designate by written notice to the PROVIDER.

8.2 PROVIDER Designee and Address. The PROVIDER's _____ or his or her designee(s) shall serve as the PROVIDER's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the CITY to the PROVIDER pursuant to or concerning this

Agreement, shall be delivered to PROVIDER's headquarter offices at 12301 W. Explorer Drive, Boise, Idaho 83713, and such other office as the PROVIDER may designate by written notice to the CITY.

8.3 Failure of Designee. The failure or omission of the CITY's or PROVIDER's representative to act shall not constitute any waiver or estoppels by the CITY or PROVIDER.

ARTICLE 9. INSURANCE AND INDEMNIFICATION

9.1 Insurance. Prior to commencing operations in the CITY pursuant to this Agreement, the PROVIDER shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the PROVIDER is effectively self-insured if the PROVIDER has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the PROVIDER from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

9.2 Indemnification. The PROVIDER agrees to indemnify, defend and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the PROVIDER's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to the PROVIDER of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit the PROVIDER to assume the defense of such with counsel of the PROVIDER's choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, the PROVIDER shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

ARTICLE 10. INSTALLATION

10.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, PROVIDER shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way.

10.2 Underground Installation. Unless otherwise provided, all of PROVIDER's facilities within the CITY shall be constructed underground. Notwithstanding the provisions of Article 1.3 of this Agreement, PROVIDER expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in

effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require PROVIDER to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

ARTICLE 11. GENERAL PROVISIONS

11.1 Binding Agreement. The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

11.2 Utah Law. This Agreement shall be interpreted pursuant to Utah law.

11.3 Time of Essence. Time shall be of the essence of this Agreement.

11.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held in include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11.5 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

11.6 Amendments. This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

11.7 Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

SIGNED AND ENTERED INTO this ____ day of _____, 2015

“CITY”
RIVERTON CITY

By: _____
Bill Applegarth, Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

“PROVIDER”

Syringa Networks, LLC, an Idaho limited
liability company

By: _____
Greg Lowe, Chief Executive Officer

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
:ss.
COUNTY OF _____)

On the ____ day of _____, 2015 personally appeared
before me Greg Lowe, who being by me duly sworn did say that he or she is the Chief Executive
Officer of Syringa Networks, LLC, and that the foregoing instrument was signed on behalf of
said company by authority of its board of directors and/or its company documents; and he
acknowledged to me that said company executed the same.

Notary Public

Chapter 12.25 TELECOMMUNICATIONS RIGHTS-OF-WAY

Sections:

Article I Intent, Scope and Definitions

- 12.25.010 Declaration of finding and intent.
- 12.25.020 Scope of chapter.
- 12.25.030 Excluded activity.
- 12.25.040 Definitions.

Article II. Franchise Required

- 12.25.050 Nonexclusive franchise.
- 12.25.060 Every provider must obtain.
- 12.25.070 Nature of grant.
- 12.25.080 Current providers.
- 12.25.090 Nature of franchise.
- 12.25.100 Regulatory approval needed.
- 12.25.110 Term.

Article III. Compensation and Other Payments

- 12.25.120 Compensation.
- 12.25.130 Timing.
- 12.25.140 Fee statement and certification.
- 12.25.150 Future costs.
- 12.25.160 Taxes and assessments.
- 12.25.170 Interest on late payments.
- 12.25.180 No accord and satisfaction.
- 12.25.190 Not in lieu of other taxes or fees
- 12.25.200 Continuing obligation and holdover.
- 12.25.210 Costs of publication.

Article IV. Franchise Applications

- 12.25.220 Franchise application.
- 12.25.230 Application criteria.
- 12.25.240 Franchise determination.

Article V. Construction and Technical Requirements

- 12.25.250 General requirement.
- 12.25.260 Quality.
- 12.25.270 Licenses and permits.
- 12.25.280 Relocation of the system.

- 12.25.290 Protect structures.
- 12.25.300 No obstruction.
- 12.25.310 Safety precautions.
- 12.25.320 Repair.
- 12.25.330 System maintenance.
- 12.25.340 Trimming of trees.

Article VI. Franchise, License, Transfer or Sale

- 12.25.350 Notification of sale.
- 12.25.360 Events of sale.

Article VII. Oversight and Regulation

- 12.25.370 Insurance, indemnity, and security.
- 12.25.380 Oversight.
- 12.25.390 Maintain records.
- 12.25.400 Confidentiality.
- 12.25.410 Provider's expense.
- 12.25.420 Right of inspection.

Article VIII. Rights of City

- 12.25.430 Enforcement and remedies
- 12.25.440 Force majeure.
- 12.25.450 Extended operation and continuity of services.
- 12.25.460 Removal or abandonment of franchise property.

Article IX. General Provisions

- 12.25.470 Obligation to notify – Publicizing work.
- 12.25.480 Conflicts.
- 12.25.490 Severability.
- 12.25.500 New developments.
- 12.25.510 Notices.
- 12.25.520 Exercise of police power.

Article X. Federal, State and City Jurisdiction

- 12.25.530 Construction.
- 12.25.540 Chapter applicability.
- 12.25.550 Other applicable ordinances.
- 12.25.560 City failure to enforce.
- 12.25.570 Construed according to Utah law.

Article I. Intent, Scope and Definitions

12.25.010 Declaration of finding and intent.

(1) Findings Regarding Rights-of-Way. The city of Riverton finds that the rights-of-way within the city:

- (a) Are critical to the travel and transport of persons and property in the business and social life of the city;
- (b) Are intended for public uses and must be managed and controlled consistent with that intent;
- (c) Can be partially occupied by the facilities of utilities and other public service entities delivering utility and public services rendered for profit, to the enhancement of the health, welfare, and general economic well-being of the city and its citizens; and
- (d) Are a unique and physically limited resource requiring proper management to maximize the efficiency and to minimize the costs to the taxpayers of the foregoing uses and to minimize the inconvenience to and negative effects upon the public from such facilities' construction, placement, relocation, and maintenance in the rights-of-way.

(2) Finding Regarding Compensation. The city finds that the city should receive fair and reasonable compensation for use of the rights-of-way.

(3) Finding Regarding Local Concern. The city finds that while telecommunications systems are in part an extension of interstate commerce, their operations also involve rights-of-way, municipal franchising, and vital business and community service, which are of local concern.

(4) Finding Regarding Promotion of Telecommunications Services. The city finds that it is in the best interests of its taxpayers and citizens to promote the rapid development of telecommunications services, on a nondiscriminatory basis, responsive to community and public interest, and to assure availability for municipal, educational and community services.

(5) Findings Regarding Franchise Standards. The city finds that it is in the interests of the public to franchise and to establish standards for franchising providers in a manner that:

- (a) Fairly and reasonably compensates the city on a competitively neutral and nondiscriminatory basis as provided herein;
- (b) Encourages competition by establishing terms and conditions under which providers may use the rights-of-way to serve the public;
- (c) Fully protects the public interests and the city from any harm that may flow from such commercial use of rights-of-way;
- (d) Protects the police powers and rights-of-way management authority of the city, in a manner consistent with federal and state law;
- (e) Otherwise protects the public interests in the development and use of the city infrastructure;
- (f) Protects the public's investment in improvements in the rights-of-way; and
- (g) Ensures that no barriers to entry of telecommunications providers are created and that such franchising is accomplished in a manner that does not prohibit or have the effect of prohibiting

telecommunications services, within the meaning of the Telecommunications Act of 1996 ("Act") (P.L. No. 96-104).

(6) Power to Manage Rights-of-Way. The city adopts this telecommunications ordinance pursuant to its power to manage the rights-of-way, pursuant to common law, the Utah Constitution and statutory authority, and receive fair and reasonable compensation for the use of rights-of-way by providers as expressly set forth by Section 253 of the Act. [Ord. 11-21-00-1 § 1 (Exh. A § 1.1); Ord. 8-1-00-2 § 1.1; Ord. 11-5-97-1 § 1.1.]

12.25.020 Scope of chapter.

This chapter shall provide the basic local scheme for providers of telecommunications services and systems that require the use of the rights-of-way, including providers of both the system and service, those providers of the system only, and those providers who do not build the system but who only provide services. This chapter shall apply to all future providers and to all providers in the city prior to the effective date of the ordinance codified in this chapter, whether operating with or without a franchise as set forth in RCC 12.25.540. [Ord. 11-21-00-1 § 1 (Exh. A § 1.2); Ord. 8-1-00-2 § 1.2; Ord. 11-5-97-1 § 1.2.]

12.25.030 Excluded activity.

(1) Cable TV. This chapter shall not apply to cable television operators otherwise regulated by the cable television franchise and ordinance.

(2) Wireless Services. This chapter shall not apply to personal wireless service facilities.

(3) Provisions Applicable to Excluded Providers. Providers excused by other law that prohibits the city from requiring a franchise shall not be required to obtain a franchise, but all of the requirements imposed by this chapter through the exercise of the city's police power and not preempted by other law shall be applicable. [Ord. 11-21-00-1 § 1 (Exh. A § 1.3); Ord. 8-1-00-2 § 1.3; Ord. 11-5-97-1 § 1.3.]

12.25.040 Definitions.

For purposes of this chapter, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this section, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the singular number include the plural number, and words in the plural number include the singular. The word "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

"Application" means the process by which a provider submits a request and indicates a desire to be granted a franchise to utilize the rights-of-way of all, or a part, of the city. An application includes all written documentation, verbal statements and representations, in whatever form or forum, made by a provider to the city concerning: the construction of a telecommunications system over, under, on or through the rights-of-way; the telecommunications services proposed to be provided in the city by a provider; and any other matter pertaining to a proposed system or service.

"City" means Riverton City, Utah.

"Completion date" means the date that a provider begins providing services to customers in the city.

"Construction costs" means all costs of constructing a system, including make ready costs, other than engineering fees, attorney or accountant fees, or other consulting fees.

"Control" or "controlling interest" means actual working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments or negative control, as the case may be, of the system or of a provider. A rebuttable presumption of the existence of control or a controlling interest shall arise from the beneficial ownership, directly or indirectly, by any person, or group of persons acting in concert, of more than 35 percent of any provider (which person or group of persons is hereinafter referred to as "controlling person"). "Control" or "controlling interest" as used herein may be held simultaneously by more than one person or group of persons.

"FCC" means the Federal Communications Commission, or any successor thereto.

"Franchise" means the rights and obligation extended by the city to a provider to own, lease, construct, maintain, use or operate a system in the rights-of-way within the boundaries of the city. Any such authorization, in whatever form granted, shall not mean or include: (a) any other permit or authorization required for the privilege of transacting and carrying on a business within the city required by the ordinances and laws of the city; (b) any other permit, agreement or authorization required in connection with operations on rights-of-way or public property including, without limitation, permits and agreements for placing devices on or in poles, conduits or other structures, whether owned by the city or a private entity, or for excavating or performing other work in or along the rights-of-way.

"Franchise agreement" means a contract entered into in accordance with the provisions of this chapter between the city and a franchisee that sets forth, subject to this chapter, the terms and conditions under which a franchise will be exercised.

"Gross revenue" includes all revenues of a provider that may be included as gross revenue within the meaning of Title 11, Chapter 26, Utah Code Annotated 1953, as amended. In the case of any provider not covered within the ambit of Title 11, Chapter 26, Utah Code Annotated 1953, the definition of "gross revenue" shall be that set forth in the franchise agreement.

"Infrastructure provider" means a person providing to another, for the purpose of providing telecommunications services to customers, all or part of the necessary system which uses the rights-of-way.

"Open video service" means any video programming services provided to any person through the use of rights-of-way, by a provider that is certified by the FCC to operate an open video system pursuant to Section 651 et seq of the Telecommunications Act (47 U.S.C. 571 et seq.), regardless of the system used.

"Open video system" means the system of cables, wires, lines, towers, wave guides, optic fiber, microwave, laser beams, and any associated converters, equipment, or facilities designed and

constructed for the purpose of producing, receiving, amplifying or distributing open video services to or from subscribers or locations within the city.

"Operator" means any person who provides service over a telecommunications system and directly or through one or more persons owns a controlling interest in such system, or who otherwise controls or is responsible for the operation of such a system.

"Ordinance" or "telecommunications ordinance" means this telecommunications ordinance concerning the granting of franchises in and by the city for the construction, ownership, operation, use or maintenance of a telecommunications system.

"Person" includes any individual, corporation, partnership, association, joint stock company, trust, or any other legal entity, but not the city.

"Personal wireless services facilities" has the same meaning as provided in Section 704 of the Act (47 U.S.C. 332(c)(7)(c)), which includes what is commonly known as cellular and PCS services that do not install any system or portion of a system in the rights-of-way.

"Provider" means an operator, infrastructure provider, resaler, or system lessee.

"PSC" means the Public Service Commission, or any successor thereto.

"Resaler" refers to any person that provides local exchange service over a system for which a separate charge is made, where that person does not own or lease the underlying system used for the transmission.

"Rights-of-way" means the surface of and the space above and below any public street, sidewalk, alley, or other public way of any type whatsoever, now or hereafter existing as such within the city.

"Signal" means any transmission or reception of electronic, electrical, light or laser or radio frequency energy or optical information in either analog or digital format.

"System lessee" refers to any person that leases a system or a specific portion of a system to provide services.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing (e.g., data, video, and voice), without change in the form or content of the information sent and received.

"Telecommunications system" or "system" means all conduits, manholes, poles, antennas, transceivers, amplifiers and all other electronic devices, equipment, wire and appurtenances owned, leased, or used by a provider, located in the rights-of-way and utilized in the provision of services, including fully digital or analog, voice, data and video imaging and other enhanced telecommunications services. "Telecommunications system" or "system" also includes an open video system.

"Telecommunications service(s)" or "services" means any telecommunications or communications services provided by a provider within the city that the provider is authorized to provide under federal, state and local law, and any equipment and/or facilities required for and integrated with the services

provided within the city, except that these terms do not include "cable service" as defined in the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 (47 U.S.C. 521 et seq.), and the Telecommunications Act of 1996.

"Telecommunications service" or "service" also includes an open video service.

"Wire" means fiber optic telecommunications cable, wire, coaxial cable, or other transmission medium that may be used in lieu thereof for similar purposes. [Ord. 11-21-00-1 § 1 (Exh. A § 2); Ord. 8-1-00-2 § 2; Ord. 11-5-97-1 § 2.]

Article II. Franchise Required

12.25.050 Nonexclusive franchise.

The city is empowered and authorized to issue nonexclusive franchises governing the installation, construction, and maintenance of systems in the city's rights-of-way, in accordance with the provisions of this chapter. The franchise is granted through a franchise agreement entered into between the city and provider. [Ord. 11-21-00-1 § 1 (Exh. A § 3.1); Ord. 8-1-00-2 § 3.1, Ord. 11-5-97-1 § 3.1.]

12.25.060 Every provider must obtain.

Except to the extent preempted by federal or state law, as ultimately interpreted by a court of competent jurisdiction, including any appeals, every provider must obtain a franchise prior to constructing a telecommunications system or providing telecommunications services using the rights-of-way, and every provider must obtain a franchise before constructing an open video system or providing open video services via an open video system. Any open video system or service shall be subject to the customer service and consumer protection provisions applicable to the cable TV companies to the extent the city is not preempted or permitted as ultimately interpreted by a court of competent jurisdiction, including any appeals. The fact that particular telecommunications systems may be used for multiple purposes does not obviate the need to obtain a franchise for other purposes. By way of illustration and not limitation, a cable operator of a cable system must obtain a cable franchise, and, should it intend to provide telecommunications services over the same system, must also obtain a telecommunications franchise. [Ord. 11-21-00-1 § 1 (Exh. A § 3.2); Ord. 8-1-00-2 § 3.2; Ord. 11-5-97-1 § 3.2.]

12.25.070 Nature of grant.

A franchise shall not convey title, equitable or legal, in the rights-of-way. A franchise is only the right to occupy rights-of-way on a nonexclusive basis for the limited purposes and for the limited period stated in the franchise; the right may not be subdivided, assigned, or subleased, except as may be expressly provided in a franchise agreement. Franchise does not excuse a provider from obtaining appropriate access or pole attachment agreements before co-locating its system on the property of others, including the city's property. This section shall not be construed to prohibit a provider from leasing conduit to another provider, so long as the lessee has obtained a franchise. [Ord. 11-21-00-1 § 1 (Exh. A § 3.3); Ord. 8-1-00-2 § 3.3; Ord. 11-5-97-1 § 3.3.]

12.25.080 Current providers.

Except to the extent exempted by federal or state law, any provider acting without a franchise on the effective date of the ordinance codified in this chapter shall request issuance of a franchise from the city within 90 days of the effective date of the ordinance codified in this chapter. If such request is made, the provider may continue providing service during the course of negotiations. If a timely request is not made, or if negotiations cease and a franchise is not granted, the provider shall comply with the provisions of RCC 12.25.460. [Ord. 11-21-00-1 § 1 (Exh. A § 3.4); Ord. 8-1-00-2 § 3.4; Ord. 11-5-97-1 § 3.4.]

12.25.090 Nature of franchise.

The franchise granted by the city under the provisions of this chapter shall be a nonexclusive franchise providing the right and consent to install, repair, maintain, remove and replace its system on, over and under the rights-of-way in order to provide services. [Ord. 11-21-00-1 § 1 (Exh. A § 3.5); Ord. 8-1-00-2 § 3.5; Ord. 11-5-97-1 § 3.5.]

12.25.100 Regulatory approval needed.

Before offering or providing any services pursuant to the franchise, a provider shall obtain any and all regulatory approvals, permits, authorizations or licenses for the offering or provision of such services from the appropriate federal, state and local authorities, if required, and shall submit to the city upon the written request of the city evidence of all such approvals, permits, authorizations or licenses. [Ord. 11-21-00-1 § 1 (Exh. A § 3.6); Ord. 8-1-00-2 § 3.6; Ord. 11-5-97-1 § 3.6.]

12.25.110 Term.

No franchise issued pursuant to this chapter shall have a term of less than five years or greater than 15 years. Each franchise shall be granted in a nondiscriminatory manner. [Ord. 11-21-00-1 § 1 (Exh. A § 3.7); Ord. 8-1-00-2 § 3.7; Ord. 11-5-97-1 § 3.7.]

Article III. Compensation and Other Payments

12.25.120 Compensation.

As fair and reasonable compensation for any franchise granted pursuant to this chapter, a provider shall have the following obligations:

(1) Application Fee. In order to offset the cost to the city to review an application for a franchise and in addition to all other fees, permits or charges, a provider shall pay to the city, at the time of application, \$500.00 as a nonrefundable application fee.

(2) Franchise Fees. The franchise fee, if any, shall be set forth in the franchise agreement. The obligation to pay a franchise fee shall commence on the completion date. The franchise fee is offset by any business license fee or business license tax enacted by the city.

(3) Excavation Permits. The provider shall also pay fees required for an excavation permit as provided in RCC 12.15.010 through 12.15.170. [Ord. 11-21-00-1 § 1 (Exh. A § 4.1); Ord. 8-1-00-2 § 4.1; Ord. 11-5-97-1 § 4.1.]

12.25.130 Timing.

Unless otherwise agreed to in the franchise agreement, all franchise fees shall be paid on a monthly basis within 45 days of the close of each calendar month. [Ord. 11-21-00-1 § 1 (Exh. A § 4.2); Ord. 8-1-00-2 § 4.2; Ord. 11-5-97-1 § 4.2.]

12.25.140 Fee statement and certification.

Unless a franchise agreement provides otherwise, each fee payment shall be accompanied by a statement showing the manner in which the fee was calculated and shall be certified as to its accuracy. [Ord. 11-21-00-1 § 1 (Exh. A § 4.3); Ord. 8-1-00-2 § 4.3; Ord. 11-5-97-1 § 4.3.]

12.25.150 Future costs.

A provider shall pay to the city or to third parties, at the direction of the city, an amount equal to the reasonable costs and reasonable expenses that the city incurs for the services of third parties (including but not limited to attorneys and other consultants) in connection with any renewal or provider-initiated renegotiation, or amendment of this chapter or a franchise; provided, however, that the parties shall agree upon a reasonable financial cap at the outset of negotiations. In the event the parties are unable to agree, either party may submit the issue to binding arbitration in accordance with the rules and procedures of the American Arbitration Association. Any costs associated with any work to be done by the power and public works department to provide space on city-owned poles shall be borne by the provider. [Ord. 11-21-00-1 § 1 (Exh. A § 4.4); Ord. 8-1-00-2 § 4.4; Ord. 11-5-97-1 § 4.4.]

12.25.160 Taxes and assessments.

To the extent taxes or other assessments are imposed by taxing authorities other than the city on the use of the city property as a result of a provider's use or occupation of the rights-of-way, the provider shall be responsible for payment of its pro rata share of such taxes, payable annually unless otherwise required by the taxing authority. Such payments shall be in addition to any other fees payable pursuant to this chapter. [Ord. 11-21-00-1 § 1 (Exh. A § 4.5); Ord. 8-1-00-2 § 4.5; Ord. 11-5-97-1 § 4.5.]

12.25.170 Interest on late payments.

In the event that any payment is not actually received by the city on or before the applicable date fixed in the franchise, interest thereon shall accrue from such date until received at the rate charged for delinquent state taxes. [Ord. 11-21-00-1 § 1 (Exh. A § 4.6); Ord. 8-1-00-2 § 4.6; Ord. 11-5-97-1 § 4.6.]

12.25.180 No accord and satisfaction.

No acceptance by the city of any fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of such fee payment be construed as a release of any claim the city may have for additional sums payable. [Ord. 11-21-00-1 § 1 (Exh. A § 4.7); Ord. 8-1-00-2 § 4.7; Ord. 11-5-97-1 § 4.7.]

12.25.190 Not in lieu of other taxes or fees.

The fee payment is not a payment in lieu of any tax, fee or other assessment except as specifically provided in this chapter, or as required by applicable law. By way of example, and not limitation,

excavation permit fees and fees to obtain space on the city-owned poles are not waived and remain applicable. [Ord. 11-21-00-1 § 1 (Exh. A § 4.8); Ord. 8-1-00-2 § 4.8; Ord. 11-5-97-1 § 4.8.]

12.25.200 Continuing obligation and holdover.

In the event a provider continues to operate all or any part of the system after the term of the franchise, such operator shall continue to comply with all applicable provisions of this chapter and the franchise, including, without limitation, all compensation and other payment provisions throughout the period of such continued operation; provided, that any such continued operation shall in no way be construed as a renewal or other extension of the franchise, nor as a limitation on the remedies, if any, available to the city as a result of such continued operation after the term, including, but not limited to, damages and restitution. [Ord. 11-21-00-1 § 1 (Exh. A § 4.9); Ord. 8-1-00-2 § 4.9; Ord. 11-5-97-1 § 4.9.]

12.25.210 Costs of publication.

A provider shall assume any publication costs associated with its franchise that may be required by law. [Ord. 11-21-00-1 § 1 (Exh. A § 4.10); Ord. 8-1-00-2 § 4.10; Ord. 11-5-97-1 § 4.10.]

Article IV. Franchise Applications

12.25.220 Franchise application.

To obtain a franchise to construct, own, maintain or provide services through any system within the city, to obtain a renewal of a franchise granted pursuant to this chapter, or to obtain city approval of a transfer of a franchise, as provided in RCC 12.25.350(2), granted pursuant to this chapter, an application must be filed with the city on the form attached to the ordinance codified in this chapter, which is hereby incorporated by reference. The application form may be changed by the city manager so long as such changes request information that is consistent with this chapter. Such application form, as amended, is incorporated by reference. [Amended during 2011 recodification; Ord. 11-21-00-1 § 1 (Exh. A § 5.1); Ord. 8-1-00-2 § 5.1; Ord. 11-5-97-1 § 5.1.]

12.25.230 Application criteria.

In making a determination as to an application filed pursuant to this chapter, the city may, but shall not be limited to, request the following from the provider:

- (1) A copy of the order from the PSC granting a certificate of convenience and necessity if any is necessary for provider's offering of service within the state of Utah;
- (2) Certification of the provider's financial ability to compensate the city for provider's intrusion, maintenance and use of the rights-of-way during the franchise term proposed by the provider;
- (3) Provider's agreement to comply with the requirements of Article V of this chapter. [Ord. 11-21-00-1 § 1 (Exh. A § 5.2); Ord. 8-1-00-2 § 5.2; Ord. 11-5-97-1 § 5.2]

12.25.240 Franchise determination.

The city, in its discretion, shall determine the award of any franchise on the basis of these and other considerations relevant to the use of the rights-of-way, without competitive bidding. [Ord. 11-21-00-1 § 1 (Exh. A § 5.3); Ord. 8-1-00-2 § 5.3; Ord. 11-5-97-1 § 5.3.]

Article V. Construction and Technical Requirements

12.25.250 General requirement.

No provider shall receive a franchise unless it agrees to comply with each of the terms set forth in this article governing construction and technical requirements for its system, in addition to any other reasonable requirements or procedures specified by the city or the franchise, including requirements regarding locating and sharing in the cost of locating portions of the system with other systems or with city utilities. A provider shall obtain an excavation permit, pursuant to Chapter 12.15 RCC, Excavation Permit Ordinance, before commencing any work in the rights-of-way. [Ord. 11-21-00-1 § 1 (Exh. A § 6.1); Ord. 8-1-00-2 § 6.1; Ord. 11-5-97-1 § 6.1.]

12.25.260 Quality.

All work involved in the construction, maintenance, repair, upgrade and removal of the system shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. If, at any time, it is determined by the FCC or any other agency granted authority by federal law or the FCC to make such determination, that any part of the system, including, without limitation, any means used to distribute signals over or within the system, is harmful to the public health, safety or welfare, or quality of service or reliability, then a provider shall, at its own cost and expense, promptly correct all such conditions. [Ord. 11-21-00-1 § 1 (Exh. A § 6.2); Ord. 8-1-00-2 § 6.2; Ord. 11-5-97-1 § 6.2.]

12.25.270 Licenses and permits.

A provider shall have the sole responsibility for diligently obtaining, at its own cost and expense, all permits, licenses or other forms of approval or authorization necessary to construct, maintain, upgrade or repair the system, including but not limited to any necessary approvals from persons and/or the city to use private property, easements, poles and conduits. A provider shall obtain any required permit, license, approval or authorization, including but not limited to excavation permits, pole attachment agreements, etc., prior to the commencement of the activity for which the permit, license, approval or authorization is required. [Ord. 11-21-00-1 § 1 (Exh. A § 6.3); Ord. 8-1-00-2 § 6.3; Ord. 11-5-97-1 § 6.3.]

12.25.280 Relocation of the system.

(1) **New Grades or Lines.** If the grades or lines of any rights-of-way are changed at any time in a manner affecting the system, then a provider shall comply with the requirements of Chapter 12.15 RCC, Excavation Permit Ordinance.

(2) **The City Authority to Move System in Case of an Emergency.** The city may, at any time, in case of fire, disaster or other emergency, as determined by the city in its reasonable discretion, cut or move any parts of the system and appurtenances on, over or under the rights-of-way of the city, in which event the city shall not be liable therefor to a provider. The city shall notify a provider in writing prior to, if practicable, but in any event as soon as possible and in no case later than, the next business

day following any action taken under this section. Notice shall be given as provided in RCC 12.25.510.

(3) A Provider Required to Temporarily Move System for Third Party. A provider shall, upon prior reasonable written notice by the city or any person holding a permit to move any structure, and within the time that is reasonable under the circumstances, temporarily move any part of its system to permit the moving of said structure. A provider may impose a reasonable charge on any person other than the city for any such movement of its systems.

(4) Rights-of-Way Change – Obligation to Move System. When the city is changing rights-of-way and makes a written request, a provider is required to move or remove its system from the rights-of-way, without cost to the city, to the extent provided in Chapter 12.15 RCC, Excavation Permit Ordinance. This obligation does not apply to systems originally located on private property pursuant to a private easement, which property was later incorporated into the rights-of-way, if that private easement grants a superior vested right. This obligation exists whether or not the provider has obtained an excavation permit. [Ord. 11-21-00-1 § 1 (Exh. A § 6.4); Ord. 8-1-00-2 § 6.4, Ord. 11-5-97-1 § 6.4.]

12.25.290 Protect structures.

In connection with the construction, maintenance, repair, upgrade or removal of the system, a provider shall, at its own cost and expense, protect any and all existing structures belonging to the city. A provider shall obtain the prior written consent of the city to alter any water main, power facility, sewerage or drainage system, or any other municipal structure on, over or under the rights-of-way of the city required because of the presence of the system. Any such alteration shall be made by the city or its designee on a reimbursable basis. A provider agrees that it shall be liable for the costs incurred by the city to replace or repair and restore to its prior condition in a manner as may be reasonably specified by the city, any municipal structure or any other rights-of-way of the city involved in the construction, maintenance, repair, upgrade or removal of the system that may become disturbed or damaged as a result of any work thereon by or on behalf of a provider pursuant to the franchise. [Ord. 11-21-00-1 § 1 (Exh. A § 6.5); Ord. 8-1-00-2 § 6.5; Ord. 11-5-97-1 § 6.5.]

12.25.300 No obstruction.

In connection with the construction, maintenance, upgrade, repair or removal of the system, a provider shall not unreasonably obstruct the rights-of-way of fixed guideway systems, railways, passenger travel, or other traffic to, from or within the city without the prior consent of the appropriate authorities. [Ord. 11-21-00-1 § 1 (Exh. A § 6.6); Ord. 8-1-00-2 § 6.6; Ord. 11-5-97-1 § 6.6.]

12.25.310 Safety precautions.

A provider shall, at its own cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, including the placing and maintenance of proper guards, fences, barricades, security personnel and suitable and sufficient lighting, and such other requirements prescribed by OSHA and Utah OSHA. A provider shall comply with all applicable federal, state and local requirements including but not limited to the National Electric Safety Code. [Ord. 11-21-00-1 § 1 (Exh. A § 6.7); Ord. 8-1-00-2 § 6.7; Ord. 11-5-97-1 § 6.7.]

12.25.320 Repair.

After written reasonable notice to the provider, unless, in the sole determination of the city, an imminent danger exists, any rights-of-way within the city which are disturbed or damaged during the construction, maintenance or reconstruction by a provider of its system may be repaired by the city at the provider's expense, to a condition as good as that prevailing before such work was commenced. Upon doing so, the city shall submit to such a provider an itemized statement of the cost for repairing and restoring the rights-of-way intruded upon. The provider shall, within 30 days after receipt of the statement, pay to the city the entire amount thereof. [Ord. 11-21-00-1 § 1 (Exh. A § 6.8), Ord. 8-1-00-2 § 6.8; Ord. 11-5-97-1 § 6.8.]

12.25.330 System maintenance.

A provider shall:

- (1) Install and maintain all parts of its system in a nondangerous condition throughout the entire period of its franchise.
- (2) Install and maintain its system in accordance with standard prudent engineering practices and shall conform, when applicable, with the National Electrical Safety Code and all applicable other federal, state and local laws or regulations.
- (3) At all reasonable times, permit examination by any duly authorized representative of the city of the system and its effect on the rights-of-way. [Ord. 11-21-00-1 § 1 (Exh. A § 6.9); Ord. 8-1-00-2 § 6.9; Ord. 11-5-97-1 § 6.9.]

12.25.340 Trimming of trees.

A provider shall have the authority to trim trees, in accordance with all applicable utility restrictions, ordinance and easement restrictions, upon and hanging over rights-of-way so as to prevent the branches of such trees from coming in contact with its system. [Ord. 11-21-00-1 § 1 (Exh. A § 6.10); Ord. 8-1-00-2 § 6.10; Ord. 11-5-97-1 § 6.10.]

Article VI. Franchise, License, Transfer or Sale**12.25.350 Notification of sale.**

(1) Notification and Election. When a provider is the subject of a sale, transfer, lease, assignment, or sublease, or is disposed of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation or otherwise, such that it or its successor entity is obligated to inform or seek the approval of the PSC, the provider or its successor entity shall promptly notify the city of the nature of the transaction. The notification shall include either:

- (a) The successor entity's certification that the successor entity unequivocally agrees to all of the terms of the original provider's franchise agreement; or
- (b) The successor entity's application in compliance with Article IV of this chapter.

(2) Transfer of Franchise. Upon receipt of a notification and certification in accordance with subsection (1)(a) of this section, the city designee, as provided in RCC 12.25.430(1), shall send

notice affirming the transfer of the franchise to the successor entity. If the city has good cause to believe that the successor entity may not comply with this chapter or the franchise agreement, it may require an application for the transfer. The application shall comply with Article IV of this chapter.

(3) If PSC Approval No Longer Required. If the PSC no longer exists, or if its regulations or state law no longer require approval of transactions described in this section, and the city has good cause to believe that the successor entity may not comply with this chapter or the franchise agreement, it may require an application. The application shall comply with Article IV of this chapter. [Amended during 2011 recodification; Ord. 11-21-00-1 § 1 (Exh. A § 7.1); Ord. 8-1-00-2 § 7.1; Ord. 11-5-97-1 §§ 7.1, 7.2.]

12.25.360 Events of sale.

The following events shall be deemed to be a sale, assignment or other transfer of the franchise requiring compliance with RCC 12.25.350:

- (1) The sale, assignment or other transfer of all or a majority of a provider's assets to another person;
- (2) The sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in a provider by one or more of its existing shareholders, partners, members or other equity owners so as to create a new controlling interest in a provider;
- (3) The issuance of additional capital stock or partnership, membership or other equity interest by a provider so as to create a new controlling interest in such a provider; or
- (4) The entry by a provider into an agreement with respect to the management or operation of such provider or its system. [Ord. 11-21-00-1 § 1 (Exh. A § 7.2); Ord. 8-1-00-2 § 7.2.]

Article VII. Oversight and Regulation

12.25.370 Insurance, indemnity, and security.

Prior to the execution of a franchise, a provider will deposit with the city an irrevocable, unconditional letter of credit or surety bond as required by the terms of the franchise, and shall obtain and provide proof of the insurance coverage required by the franchise. A provider shall also indemnify the city as set forth in the franchise. [Ord. 11-21-00-1 § 1 (Exh. A § 8.1), Ord. 8-1-00-2 § 8.1; Ord. 11-5-97-1 § 8.1.]

12.25.380 Oversight.

The city shall have the right to oversee, regulate and inspect periodically the construction, maintenance, and upgrade of the system, and any part thereof, in accordance with the provisions of the franchise and applicable law. A provider shall establish and maintain managerial and operational records, standards, procedures and controls to enable a provider to prove, in reasonable detail, to the satisfaction of the city at all times throughout the term, that a provider is in compliance with the franchise. A provider shall retain such records for not less than the applicable statute of limitations. [Ord. 11-21-00-1 § 1 (Exh. A § 8.2); Ord. 8-1-00-2 § 8.2; Ord. 11-5-97-1 § 8.2]

12.25.390 Maintain records.

A provider shall at all times maintain:

(1) On file with the city, a full and complete set of plans, records and as-built hard copy maps and, to the extent the maps are placed in an electronic format, they shall be made in electronic format compatible with the city's existing GIS system, of all existing and proposed installations and the types of equipment and systems installed or constructed in the rights-of-way, properly identified and described as to the types of equipment and facility by appropriate symbols and marks which shall include annotations of all rights-of-way where work will be undertaken. As used herein, "as-built maps" includes file construction prints. Maps shall be drawn to scale. As-built maps, including the compatible electronic format, as provided above, shall be submitted within 30 days of completion of work or within 30 days after completion of modification and repairs. As-built maps are not required of the provider who is the incumbent local exchange carrier for the existing system to the extent they do not exist.

(2) Throughout the term of the franchise, a provider shall maintain complete and accurate books of account and records of the business, ownership, and operations of a provider with respect to the system in a manner that allows the city at all times to determine whether a provider is in compliance with the franchise. Should the city reasonably determine that the records are not being maintained in such a manner, a provider shall alter the manner in which the books and/or records are maintained so that a provider comes into compliance with this section. All financial books and records which are maintained in accordance with the regulations of the FCC and any governmental entity that regulates utilities in the state of Utah, and generally accepted accounting principles shall be deemed to be acceptable under this section. [Ord. 11-21-00-1 § 1 (Exh. A § 8.3); Ord. 8-1-00-2 § 8 3; Ord. 11-5-97-1 § 8.3.]

12.25.400 Confidentiality.

If the information required to be submitted is proprietary in nature or must be kept confidential by federal, state or local law, upon proper request by a provider, such information shall be classified as a protected record within the meaning of the Utah Government Records Access and Management Act ("GRAMA"), making it available only to those who must have access to perform their duties on behalf of the city; provided, that a provider notifies the city of, and clearly labels the information which a provider deems to be confidential, proprietary information. Such notification and labeling shall be the sole responsibility of the provider. [Ord. 11-21-00-1 § 1 (Exh. A § 8.4); Ord. 8-1-00-2 § 8 4; Ord. 11-5-97-1 § 8.4.]

12.25.410 Provider's expense.

All reports and records required under this chapter shall be furnished at the sole expense of a provider, except as otherwise provided in this chapter or a franchise. [Ord. 11-21-00-1 § 1 (Exh. A § 8.5); Ord. 8-1-00-2 § 8.5; Ord. 11-5-97-1 § 8.5.]

12.25.420 Right of inspection.

For the purpose of verifying the correct amount of the franchise fee, the books and records of the provider pertaining thereto shall be open to inspection or audit by duly authorized representatives of the city at all reasonable times, upon giving reasonable notice of the intention to inspect or audit the books and records; provided, that the city shall not audit the books and records of the provider more

often than annually. The provider agrees to reimburse the city the reasonable costs of an audit if the audit discloses that the provider has paid 95 percent or less of the compensation due the city for the period of such audit. In the event the accounting rendered to the city by the provider herein is found to be incorrect, then payment shall be made on the corrected amount within 30 calendar days of written notice, it being agreed that the city may accept any amount offered by the provider, but the acceptance thereof by the city shall not be deemed a settlement of such item if the amount is in dispute or is later found to be incorrect. [Ord. 11-21-00-1 § 1 (Exh. A § 8.6); Ord. 8-1-00-2 § 8.6; Ord. 11-5-97-1 § 8.6.]

Article VIII. Rights of City

12.25.430 Enforcement and remedies.

(1) Enforcement – City Designee. The city is responsible for enforcing and administering this chapter, and the city or its designee, as appointed by the mayor, is authorized to give any notice required by law or under any franchise agreement.

(2) Enforcement Provision. Any franchise granted pursuant to this chapter shall contain appropriate provisions for enforcement, compensation, and protection of the public, consistent with the other provisions of this chapter, including, but not limited to, defining events of default, procedures for accessing the bond/security fund, and rights of termination or revocation. [Ord. 11-21-00-1 § 1 (Exh. A § 9.1); Ord. 8-1-00-2 § 9.1; Ord. 11-5-97-1 § 9.1.]

12.25.440 Force majeure.

In the event a provider's performance of any of the terms, conditions or obligations required by this chapter or a franchise is prevented by a cause or event not within a provider's control, such inability to perform shall be deemed excused and no penalties or sanctions shall be imposed as a result thereof. For the purposes of this section, causes or events not within the control of a provider shall include, without limitation, acts of God, strikes, sabotage, riots or civil disturbances, failure or loss of utilities, explosions, acts of public enemies, and natural disasters such as floods, earthquakes, landslides, and fires. [Ord. 11-21-00-1 § 1 (Exh. A § 9.2); Ord. 8-1-00-2 § 9.2; Ord. 11-5-97-1 § 9.2.]

12.25.450 Extended operation and continuity of services.

(1) Continuation after Expiration. Upon either expiration or revocation of a franchise granted pursuant to this chapter, the city shall have discretion to permit a provider to continue to operate its system or provide services for an extended period of time not to exceed six months from the date of such expiration or revocation. A provider shall continue to operate its system under the terms and conditions of this chapter and the franchise granted pursuant to this chapter.

(2) Continuation by Incumbent Local Exchange Carrier. If the provider is the incumbent local exchange carrier, it shall be permitted to continue to operate its system and provide services without regard to revocation or expiration, but shall be obligated to negotiate a renewal in good faith. [Ord. 11-21-00-1 § 1 (Exh. A § 9.3); Ord. 8-1-00-2 § 9.3; Ord. 11-5-97-1 § 9.3.]

12.25.460 Removal or abandonment of franchise property.

(1) **Abandoned System.** In the event that (a) the use of any portion of the system is discontinued for a continuous period of 12 months, and 30 days after no response to written notice from the city to the last known address of provider; (b) any system has been installed in the rights-of-way without complying with the requirements of this chapter or a franchise; or (c) the provisions of RCC 12.25.090 are applicable and no franchise is granted, a provider, except the provider who is an incumbent local exchange carrier, shall be deemed to have abandoned such system

(2) **Removal of Abandoned System.** The city, upon such terms as it may impose, may give a provider written permission to abandon, without removing, any system, or portion thereof, directly constructed, operated or maintained under a franchise. Unless such permission is granted or unless otherwise provided in this chapter, a provider shall remove within a reasonable time the abandoned system and shall restore, using prudent construction standards, any affected rights-of-way to their former state at the time such system was installed, so as not to impair their usefulness. In removing its plant, structures and equipment, a provider shall refill, at its own expense, any excavation necessarily made by it and shall leave all rights-of-way in as good condition as that prevailing prior to such removal without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments. The city shall have the right to inspect and approve the condition of the rights-of-way cables, wires, attachments and poles prior to and after removal. The liability, indemnity and insurance provisions of this chapter and any security fund provided in a franchise shall continue in full force and effect during the period of removal and until full compliance by a provider with the terms and conditions of this section.

(3) **Transfer of Abandoned System to City.** Upon abandonment of any system in place, a provider, if required by the city, shall submit to the city a written instrument, satisfactory in form to the city, transferring to the city the ownership of the abandoned system.

(4) **Removal of Above-Ground System.** At the expiration of the term for which a franchise is granted, or upon its revocation or earlier expiration, as provided for by this chapter, in any such case without renewal, extension or transfer, the city shall have the right to require a provider to remove, at its expense, all above-ground portions of a system from the rights-of-way within a reasonable period of time, which shall not be less than 180 days. If the provider is the incumbent local exchange carrier, it shall not be required to remove its system, but shall negotiate a renewal in good faith.

(5) **Leaving Underground System.** Notwithstanding anything to the contrary set forth in this chapter, a provider may abandon any underground system in place so long as it does not materially interfere with the use of the rights-of-way or with the use thereof by any public utility, cable operator or other person. [Ord. 11-21-00-1 § 1 (Exh. A § 9.4); Ord. 8-1-00-2 § 9.4; Ord. 11-5-97-1 § 9.4.]

Article IX. General Provisions

12.25.470 Obligation to notify – Publicizing work.

Before entering onto any private property, a provider shall make a good faith attempt to contact the property owners in advance, and describe the work to be performed. [Ord. 11-21-00-1 § 1 (Exh. A § 10); Ord. 8-1-00-2 § 10; Ord. 11-5-97-1 § 10.]

12.25.480 Conflicts.

In the event of a conflict between any provision of this chapter and a franchise entered pursuant to it, the provisions of this chapter in effect at the time the franchise is entered into shall control. [Ord. 11-21-00-1 § 1 (Exh. A § 11.1); Ord. 8-1-00-2 § 11.1; Ord. 11-5-97-1 § 11.1.]

12.25.490 Severability.

If any provision of this chapter is held by any federal, state or local court of competent jurisdiction to be invalid as conflicting with any federal or state statute, or is ordered by a court to be modified in any way in order to conform to the requirements of any such law and all appellate remedies with regard to the validity of the ordinance provisions in question are exhausted, such provision shall be considered a separate, distinct, and independent part of this chapter, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such law is subsequently repealed, rescinded, amended or otherwise changed, so that the provision which had been held invalid or modified is no longer in conflict with such law, the provision in question shall return to full force and effect and shall again be binding on the city and the provider; provided, that the city shall give the provider 30 days', or a longer period of time as may be reasonably required for a provider to comply with such a rejuvenated provision, written notice of the change before requiring compliance with such provision. [Ord. 11-21-00-1 § 1 (Exh. A § 11.2); Ord. 8-1-00-2 § 11.2; Ord. 11-5-97-1 § 11.2.]

12.25.500 New developments.

It shall be the policy of the city to liberally amend this chapter, upon application of a provider, when necessary to enable the provider to take advantage of any developments in the field of telecommunications which will afford the provider an opportunity to more effectively, efficiently, or economically serve itself or the public. [Ord. 11-21-00-1 § 1 (Exh. A § 11.3); Ord. 8-1-00-2 § 11.3; Ord. 11-5-97-1 § 11.3.]

12.25.510 Notices.

All notices from a provider to the city required under this chapter or pursuant to a franchise granted pursuant to this chapter shall be directed to the officer as designated by the city manager. A provider shall provide in any application for a franchise the identity, address and phone number to receive notices from the city. A provider shall immediately notify the city of any change in its name, address, or telephone number. [Amended during 2011 recodification; Ord. 11-21-00-1 § 1 (Exh. A § 11.4); Ord. 8-1-00-2 § 11.4; Ord. 11-5-97-1 § 11.4.]

12.25.520 Exercise of police power.

To the full extent permitted by applicable law either now or in the future, the city reserves the right to adopt or issue such rules, regulations, orders, or other directives that it finds necessary or appropriate in the lawful exercise of its police powers. [Ord. 11-21-00-1 § 1 (Exh. A § 11.5); Ord. 8-1-00-2 § 11.5; Ord. 11-5-97-1 § 11.5.]

Article X. Federal, State and City Jurisdiction

12.25.530 Construction.

This chapter shall be construed in a manner consistent with all applicable federal and state statutes. [Ord. 11-21-00-1 § 1 (Exh. A § 12.1); Ord. 8-1-00-2 § 12.1; Ord. 11-5-97-1 § 12.1.]

12.25.540 Chapter applicability.

This chapter shall apply to all franchises granted or renewed after the effective date of the ordinance codified in this chapter. This chapter shall further apply, to the extent permitted by applicable federal or state law, to all existing franchises granted prior to the effective date of the ordinance codified in this chapter and to a provider providing services, without a franchise, prior to the effective date of the ordinance codified in this chapter. [Ord. 11-21-00-1 § 1 (Exh. A § 12.2); Ord. 8-1-00-2 § 12.2; Ord. 11-5-97-1 § 12.2.]

12.25.550 Other applicable ordinances.

A provider's rights are subject to the police powers of the city to adopt and enforce ordinances necessary to the health, safety and welfare of the public. A provider shall comply with all applicable general laws and ordinances enacted by the city pursuant to its police powers. In particular, all providers shall comply with the city zoning and other land use requirements. [Ord. 11-21-00-1 § 1 (Exh. A § 12.3); Ord. 8-1-00-2 § 12.3; Ord. 11-5-97-1 § 12.3.]

12.25.560 City failure to enforce.

A provider shall not be relieved of its obligation to comply with any of the provisions of this chapter or any franchise granted pursuant to this chapter by reason of any failure of the city to enforce prompt compliance. [Ord. 11-21-00-1 § 1 (Exh. A § 12.4); Ord. 8-1-00-2 § 12.4; Ord. 11-5-97-1 § 12.4.]

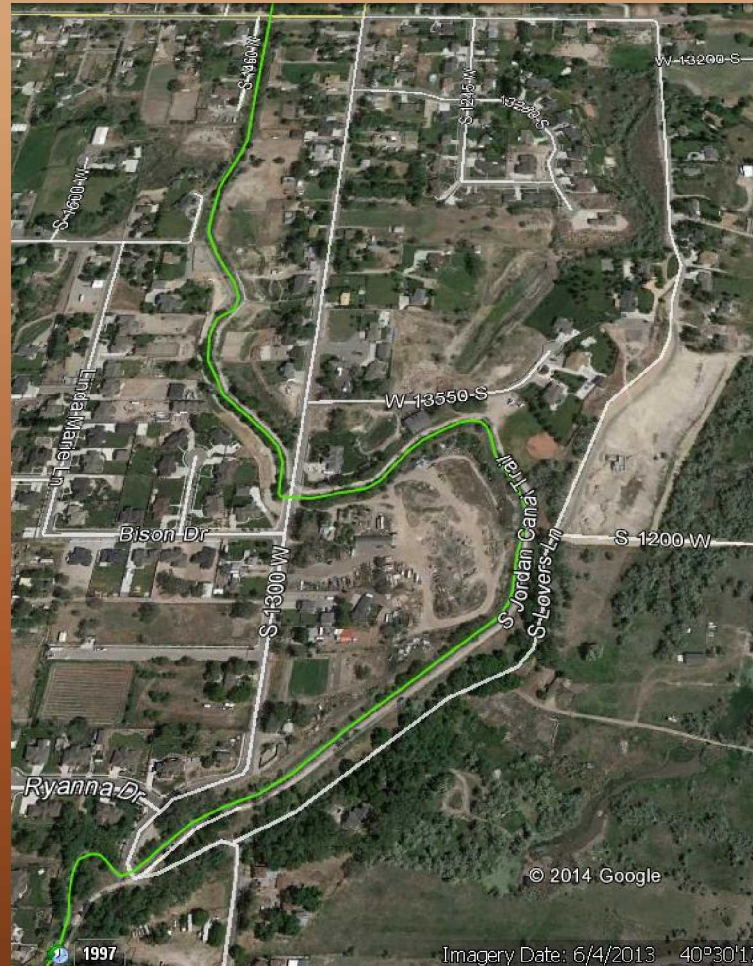
12.25.570 Construed according to Utah law.

This chapter and any franchise granted pursuant to this chapter shall be construed and enforced in accordance with the substantive laws of the state of Utah. [Ord. 11-21-00-1 § 1 (Exh. A § 12.5); Ord. 8-1-00-2 § 12.5; Ord. 11-5-97-1 § 12.5.]

The Riverton City Code is current through Ordinance No. 14-24, passed December 2, 2014.

Disclaimer: The City Recorder's Office has the official version of the Riverton City Code. Users should contact the City Recorder's Office for ordinances passed subsequent to the ordinance cited above.

Lovers Lane

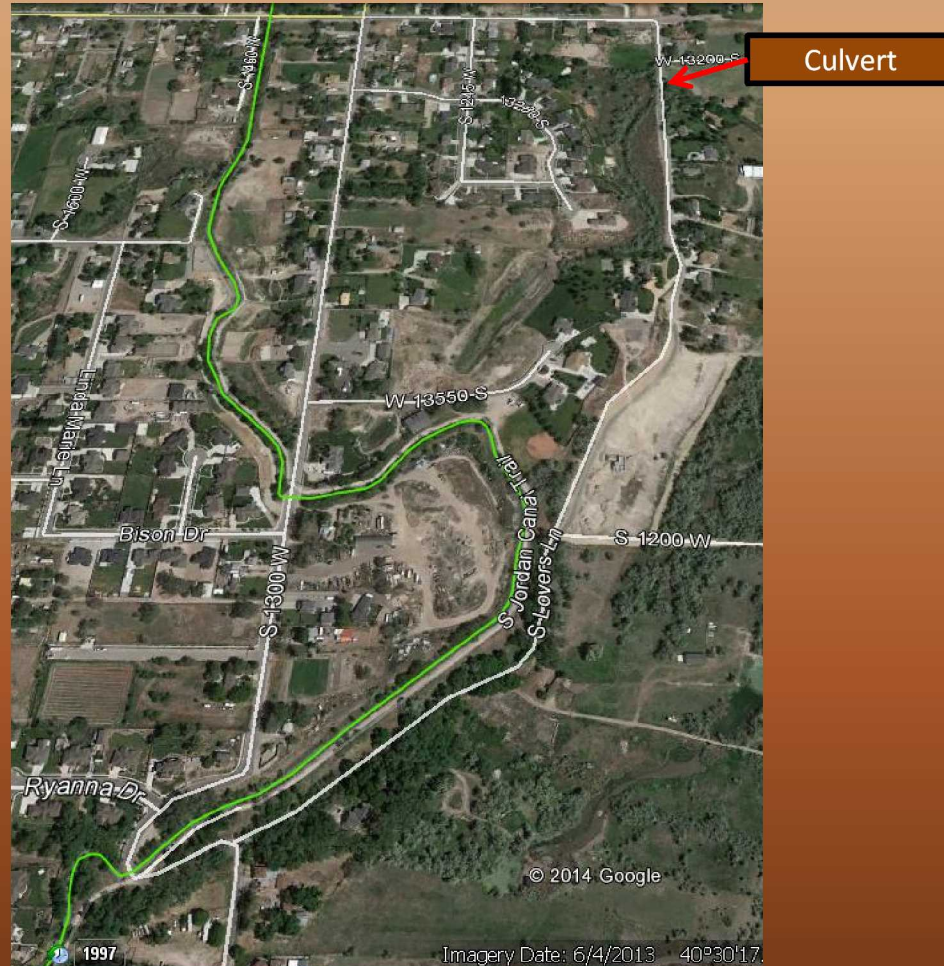


Lovers Lane

- Multi Year Project
- Construction By Development
- Pioneering Agreements Where Applicable
- Costs Estimated Without Full Engineering
- Not Impact Fee Eligible

Lovers Lane

Culvert



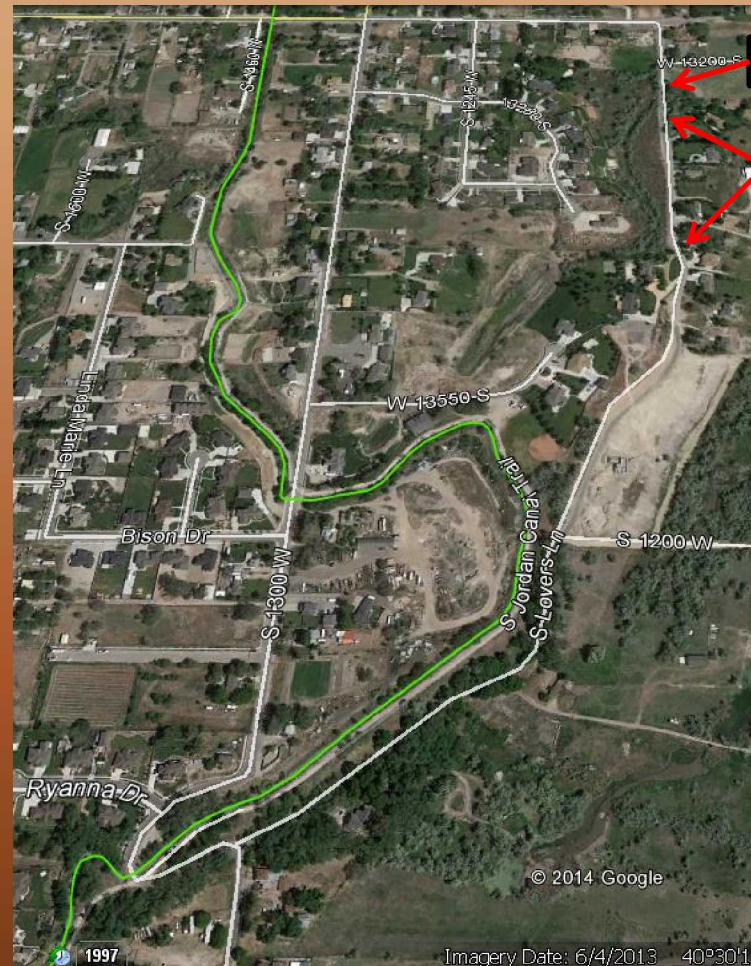
Lovers Lane

Culvert



Estimated Cost: \$75,000

Lovers Lane



Culvert

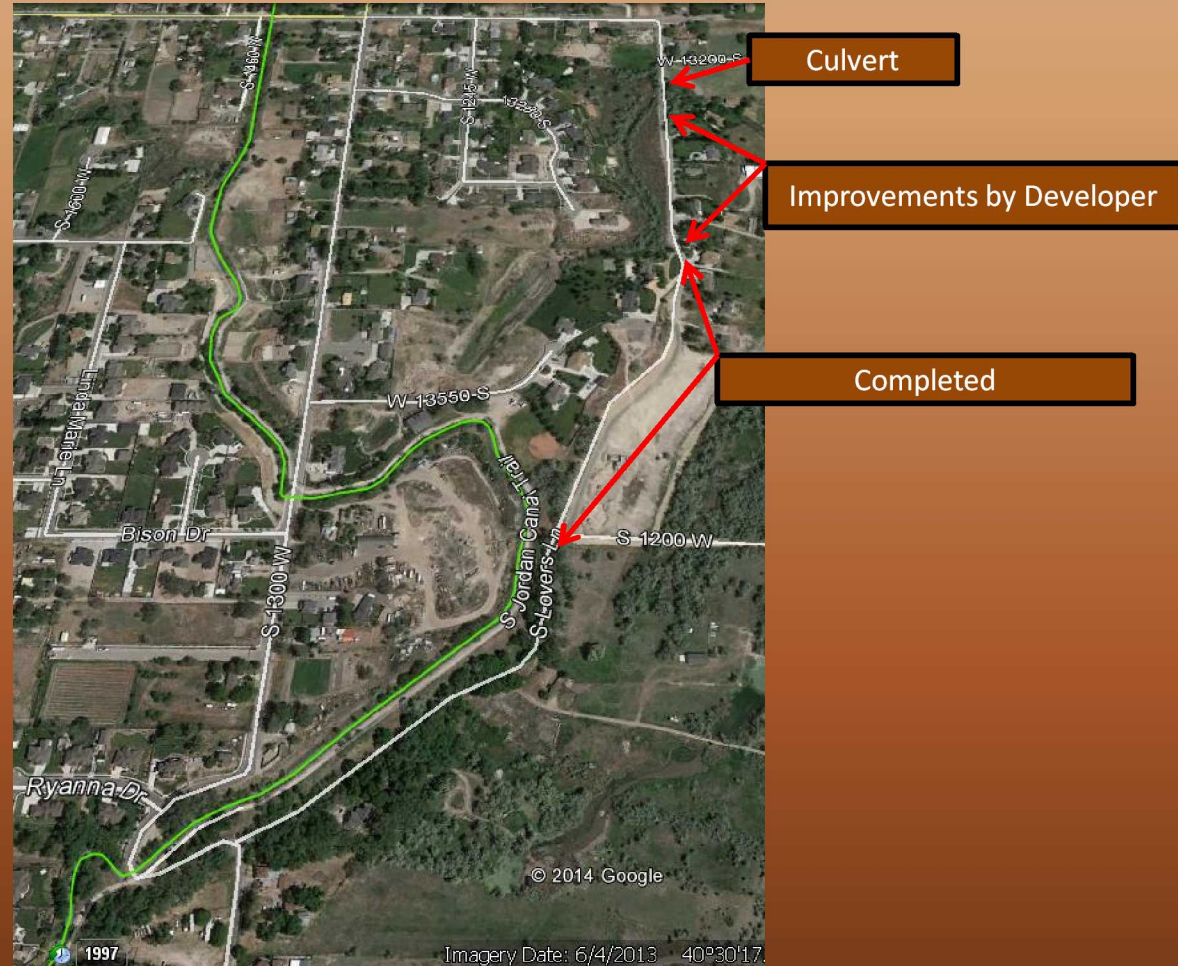
Improvements by Developer

Lovers Lane



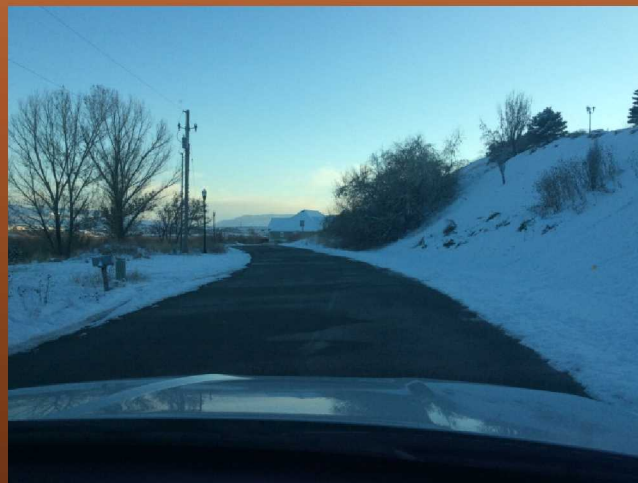
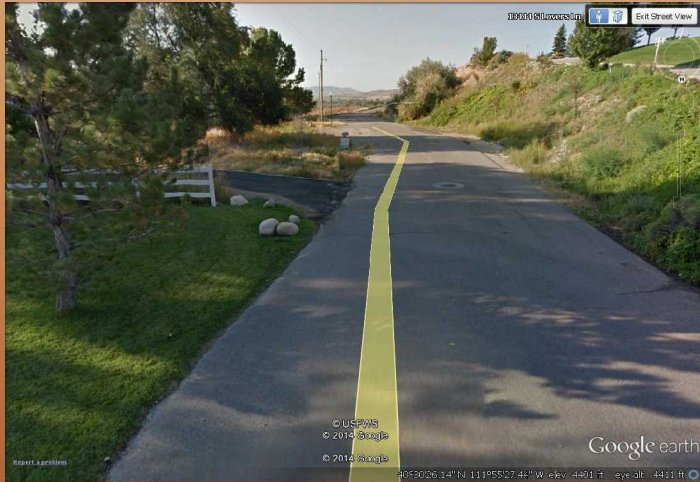
Lovers Lane

Completed Improvements



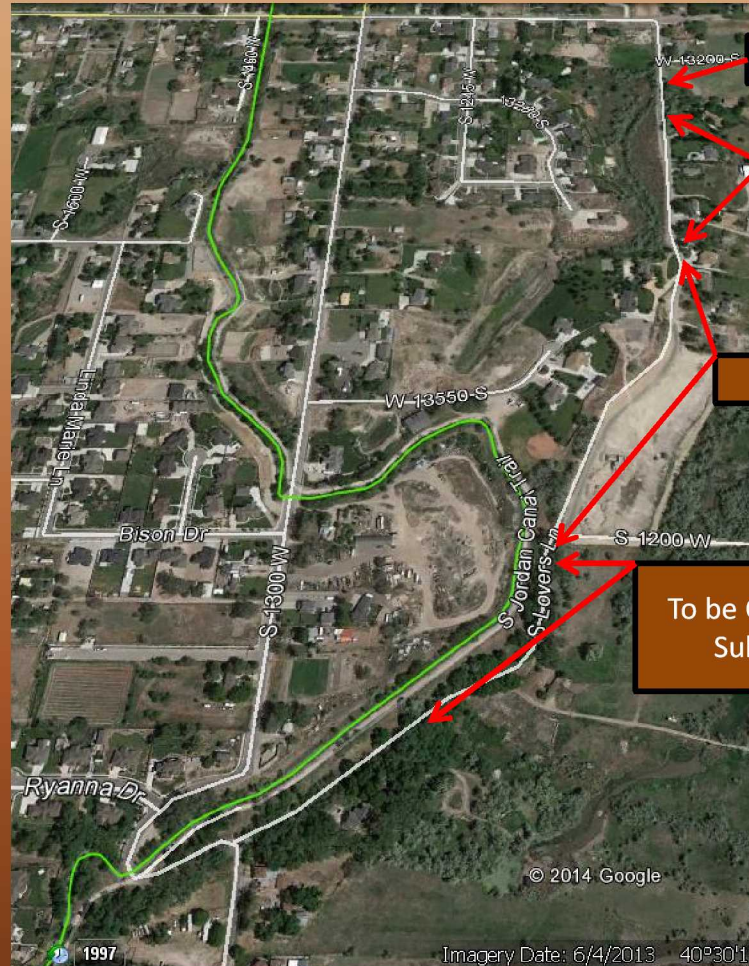
Lovers Lane

Completed Improvements



Lovers Lane

River Springs Estates



Culvert

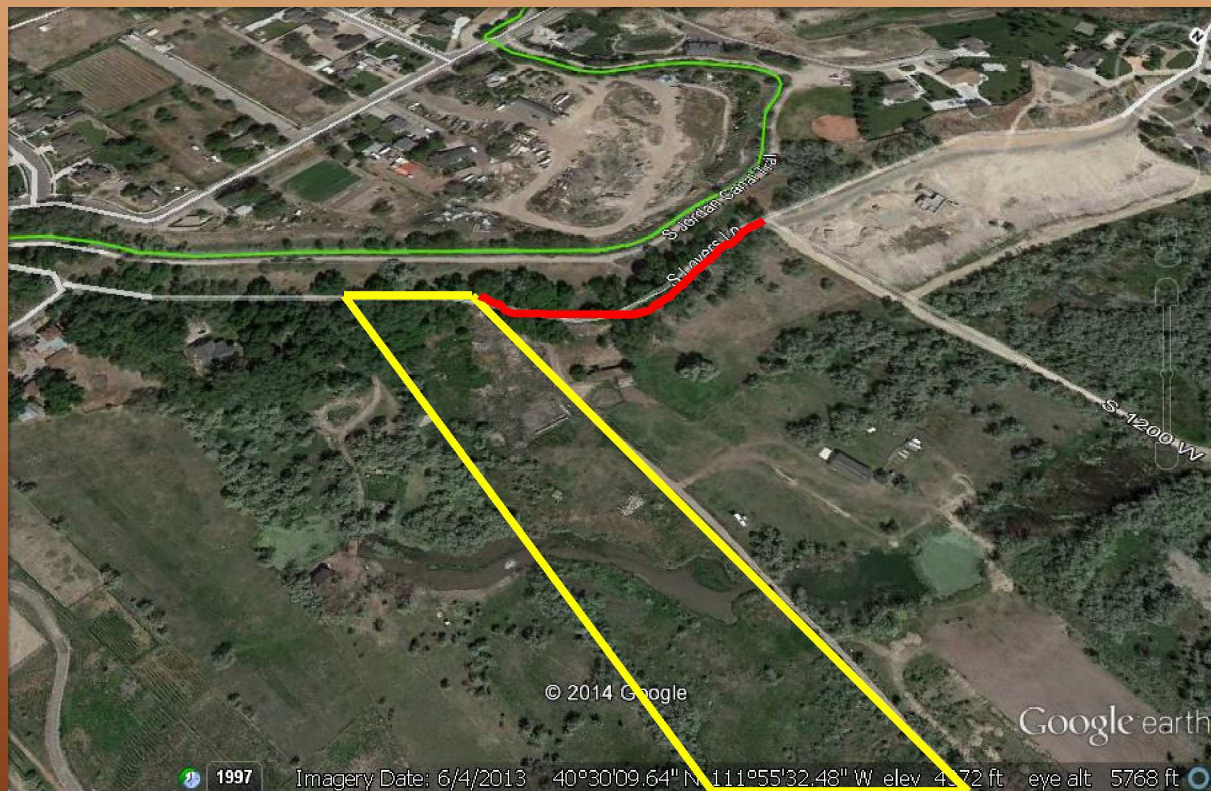
Improvements by Developer

Completed

To be Completed with River Springs Estates
Subdivision (Pioneering Agreement)

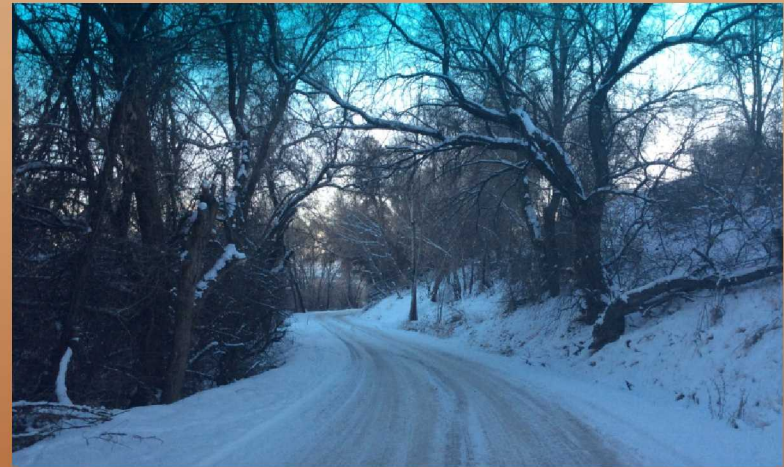
Lovers Lane

River Springs Estates Subdivision

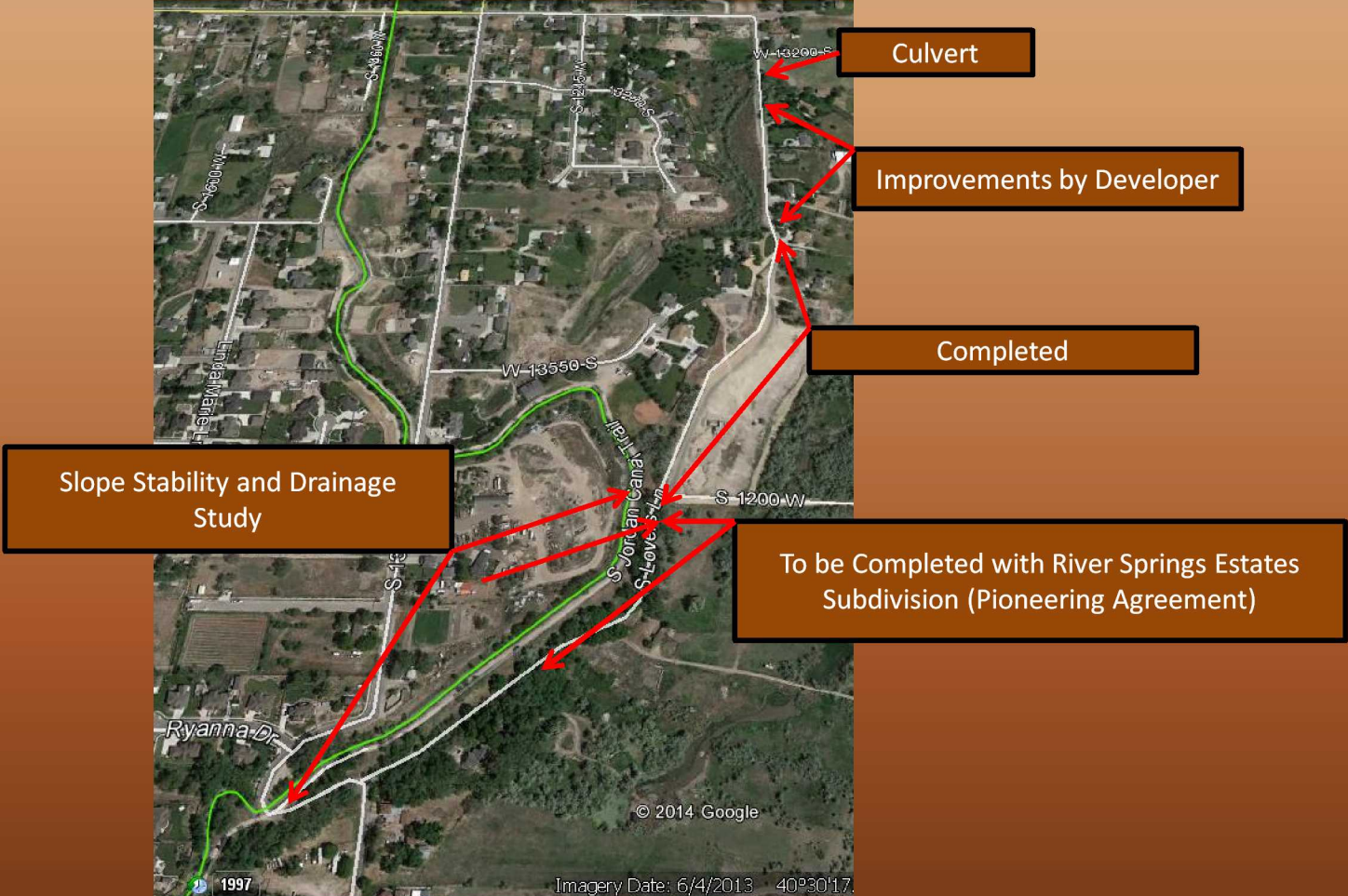


Lovers Lane

River Springs Estates

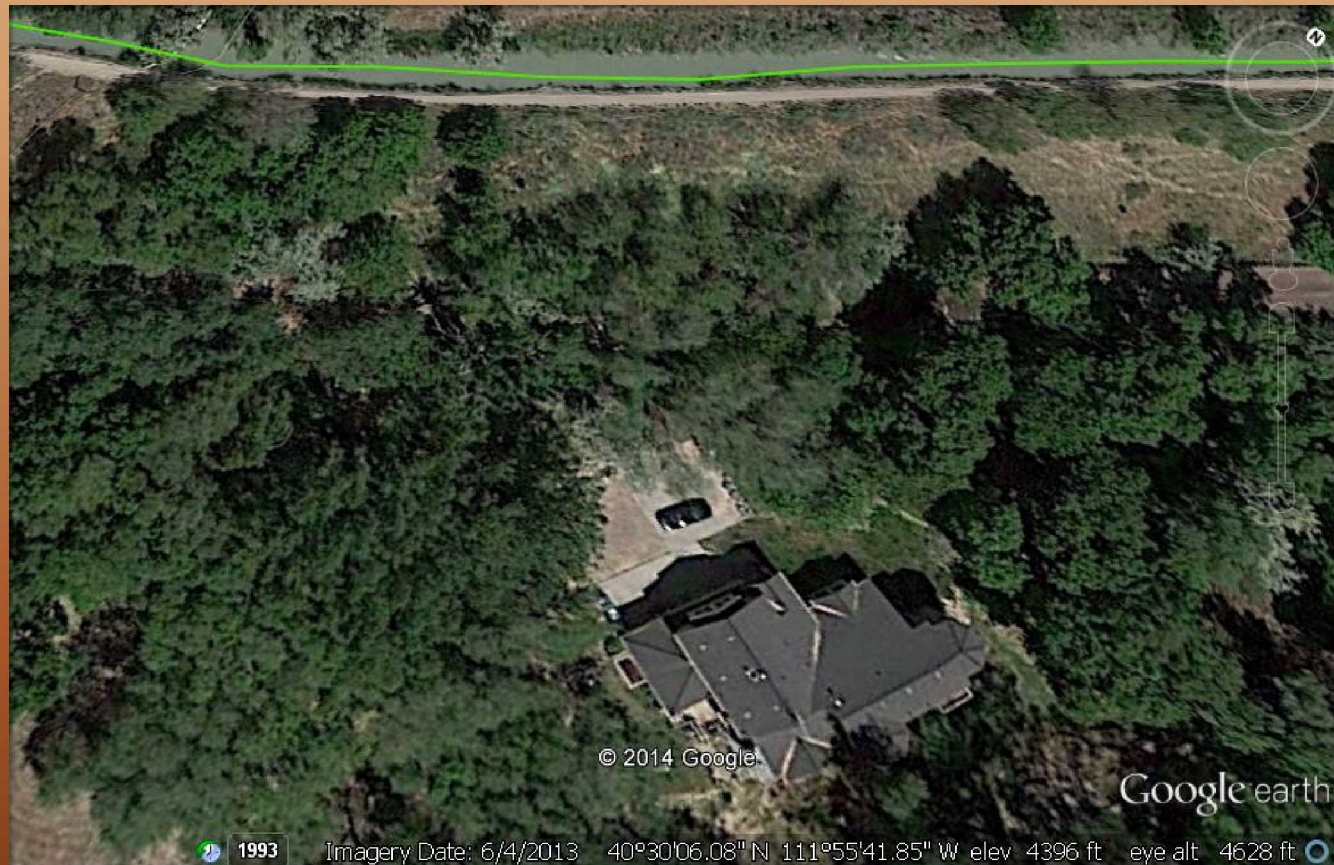


Lovers Lane



Lovers Lane

Canal Bank Stability



Lovers Lane

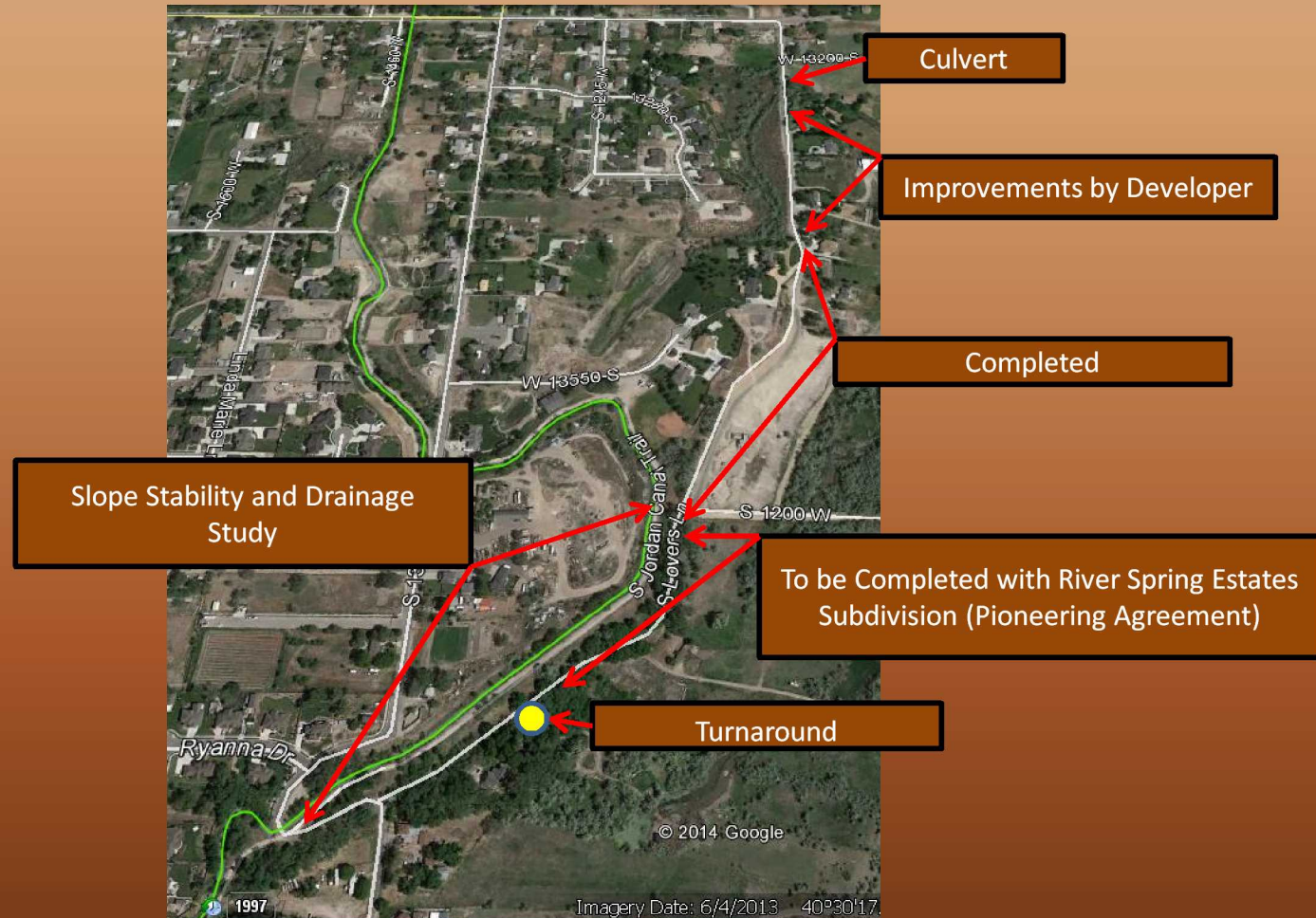
Slope Stability



Estimated Cost: \$25,000

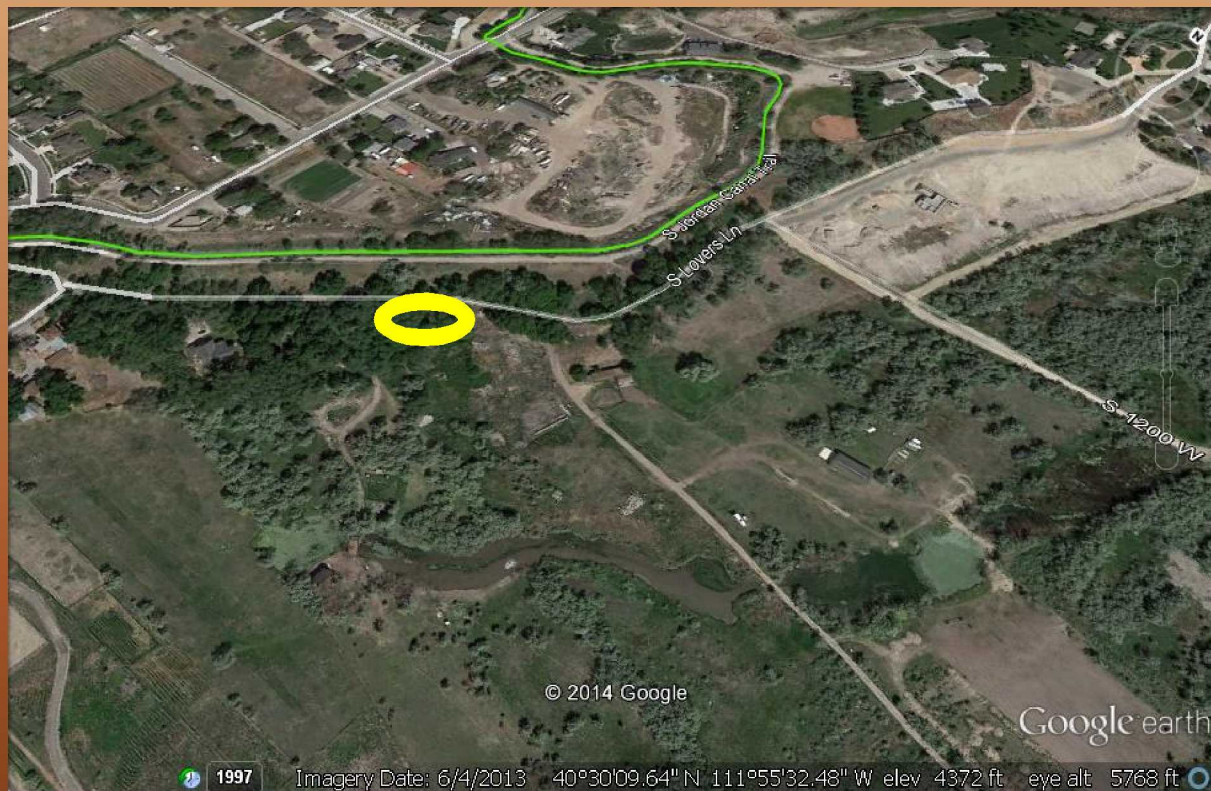
Lovers Lane

Turn-Around



Lovers Lane

Turn-Around



Lovers Lane

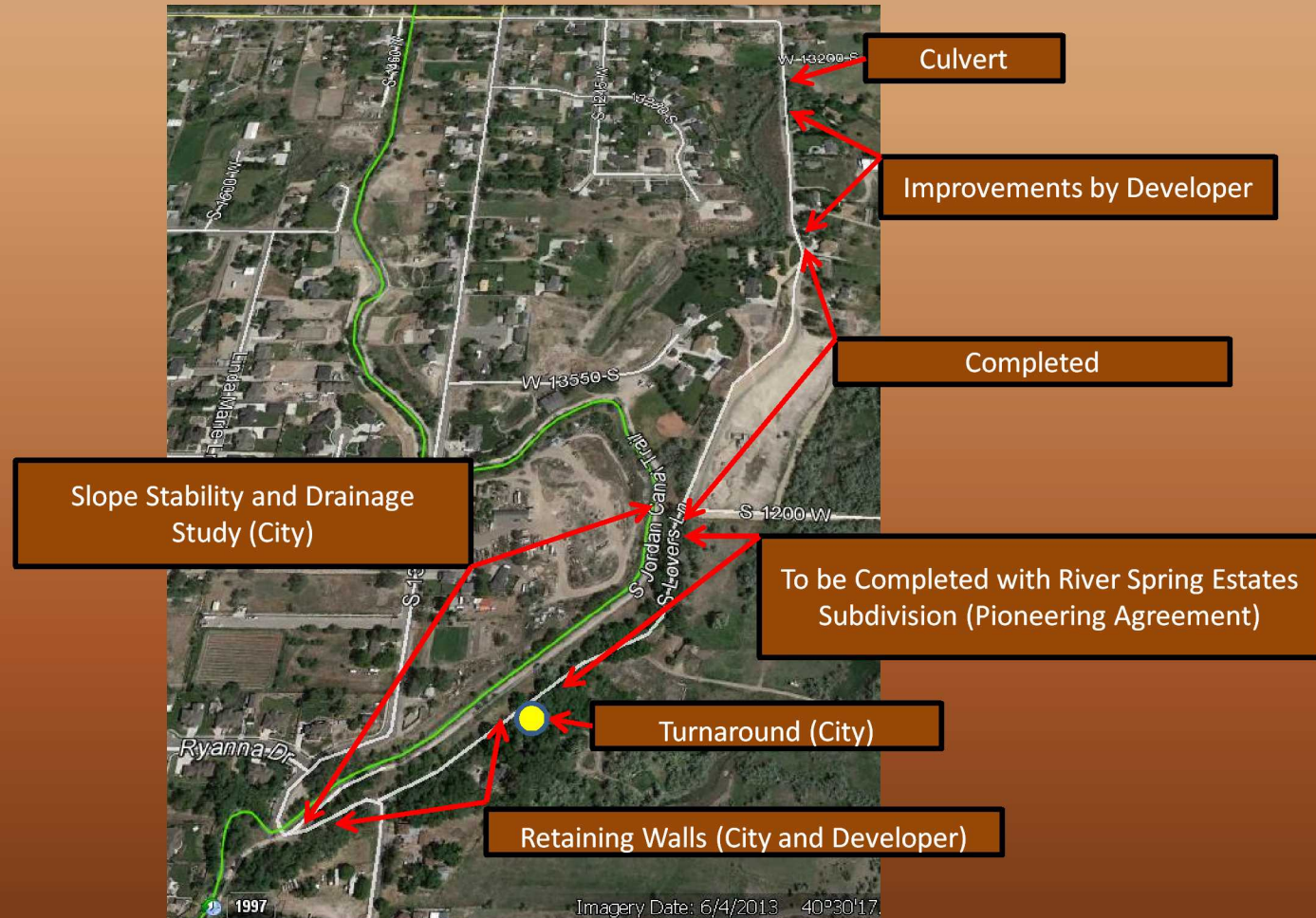
Turn-Around



Estimated Cost: \$75,000

Lovers Lane

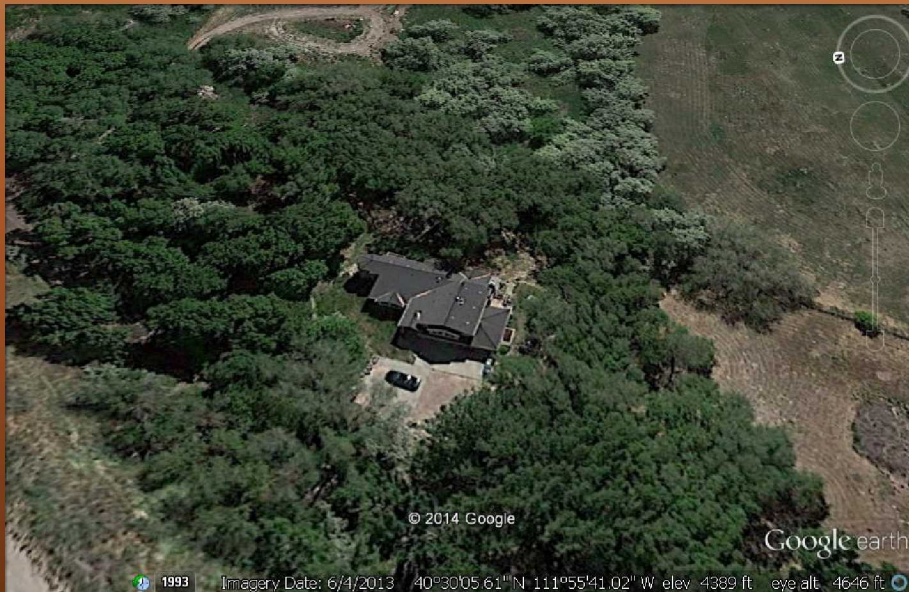
Retaining Walls



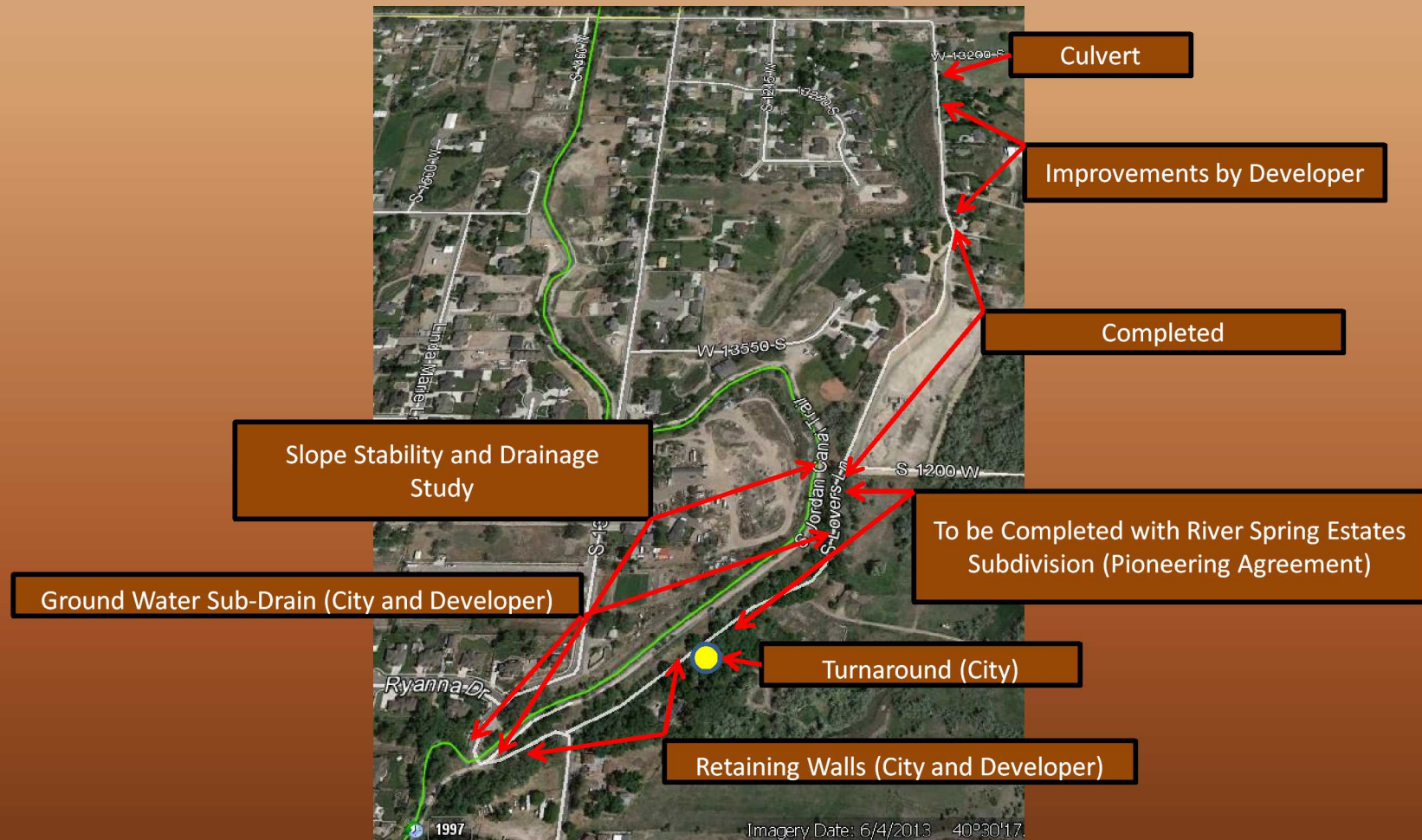
Lovers Lane

Retaining Wall

Estimated Cost: \$48,000



Lovers Lane



Lovers Lane

Drainage



Estimated Cost: \$95,000

Lovers Lane

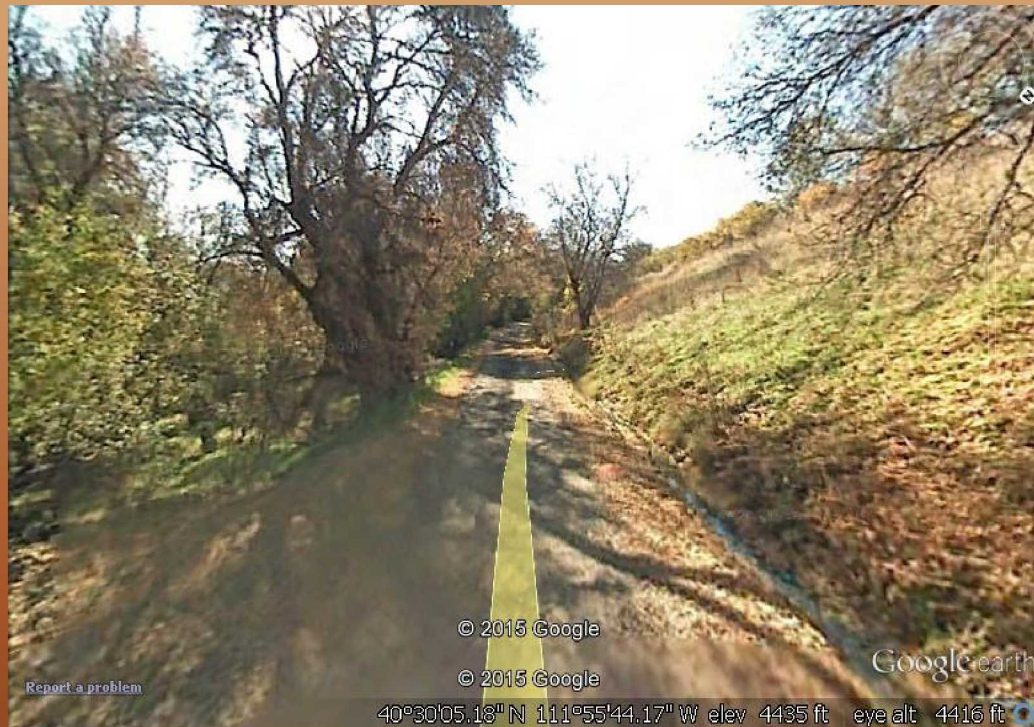
Paving



Lovers Lane

Paving

Estimated Cost: \$32,000



Bridge Reconstruction



Lovers Lane

Bridge Reconstruction



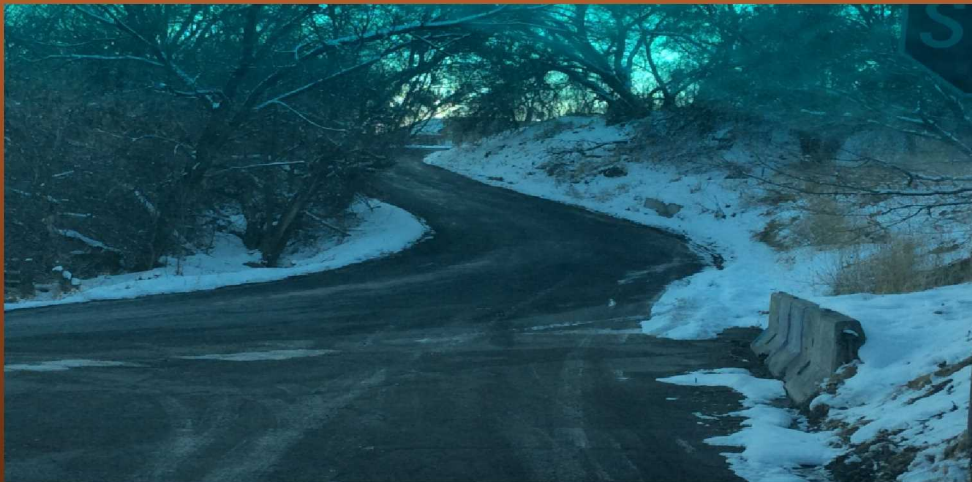
Estimated Cost: \$250,000

Lovers Lane



Lovers Lane

"S" Curve

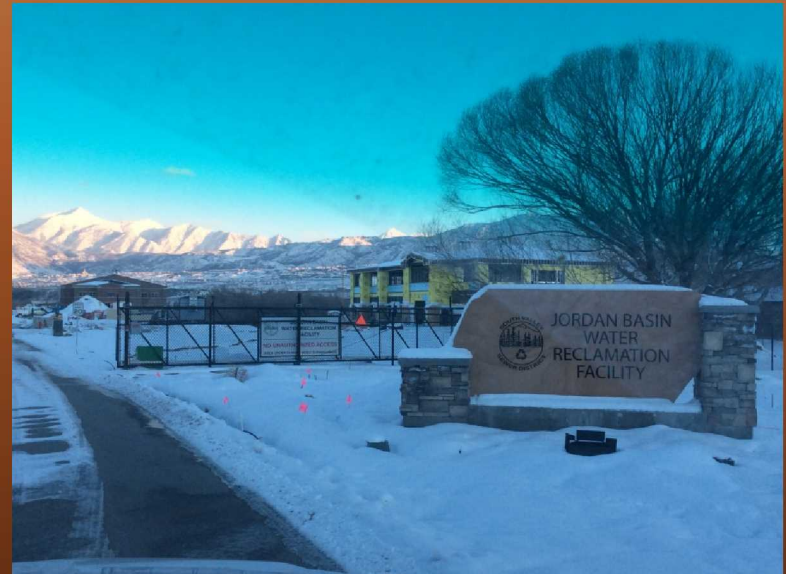


Lovers Lane

"S" Curve



Estimated Cost: Unknown without additional information



Lovers Lane

Total Estimated Cost: \$577,500
("S" curve not included)



Lovers Lane

